CANADA

THE LABOUR GAZETTE

Conciliation Board Reports in Disputes between

Locomotive Engineers and C.N.R. (p. 159)

Locomotive Engineers and C.P.R. (p. 180)

Published Monthly by the

DEPARTMENT OF LABOUR

CANADA

Vol. LXII No. 2

FEBRUARY 28, 1962

PUBLICATIONS OF THE DEPARTMENT OF LABOUR

Send remittance by cheque or post office money order, payable to the Receiver-General of Canada, to The Queen's Printer, % Superintendent of Government Publications, Ottawa. All subscriptions payable in advance.

Annual Report of the Department of Labour (Covers fiscal year ending March 31). (English or French). Price 25 cents. Catalogue No. L1-1961

REPRINTS FROM THE LABOUR GAZETTE

10 cents a copy except where otherwise indicated.
Orders of 20 or more, 5 cents; 100 or more, 4 cents.

Industrial and Geographic Distribution of Union Membership in Canada, 1960 (English or French) L31-761

Arbitration Board's Power to Award Damages for Breach of Agreement (English).

Human Rights in Canada (English or French). Price 25 cents. L33-1058

Canadian Labour Papers on Microfilm Available in Department of Labour Library (English). L31-559

ECONOMICS AND RESEARCH BRANCH

Labour Organization in Canada (annual). Contains a brief commentary, the latest statistical data on union membership, and a directory of labour organizations with names of their principal officers, publications, and the geographic distribution of their local branches in Caanda. (English or French). Price 35 cents. L2-261

Strikes and Lockouts in Canada (annual). Furnishes a record of strikes and lockouts occurring in Canada during a year. Tables and related texts showing strikes and lockouts by years, by areas, by industries, including time lost, number of workers involved, duration, etc. (English or French). Price 35 cents. L2-159

Wage Rates, Salaries and Hours of Labour. An annual report published in loose-leaf form and followed later by a paper-bound volume. Contains the results of an annual survey at October 1 of occupational wage rates and standard hours of work in most industries. Averages and predominant ranges of wage rates for selected occupations are tabulated separately on a regional basis for some 90 industries including logging, mining, manufacturing, construction, transportation, trade and service groups. Weekly salaries for office occupations and hourly wage rates for maintenance and service occupations and for labourer for several broad industry groups are shown, on a community basis, in 52 communities. Trends in wage rates are indicated in tables of index numbers by industry. (English or French). L2-542

First year service including attractive binder with index tabs and paper bound volume, $7.50; service without indexed binder, $5.00; individual tables, 10 cents.

Group Hospitalization and Medical Insurance Plans in Canadian Manufacturing Industries (English or French). Price 25 cents. L36-558

Labour Management Research Series

1. *Provisions for Income Security in Canadian Manufacturing Industries.* Price 25 cents. L2-22/1
2. *Shiftwork and Shift Differentials in Canadian Manufacturing Industries.* Price 25 cents. L2-22/2
3. *Sickness and Accident Provisions in Canadian Industry.* Price 25 cents. L2-22/3

Professional Manpower Bulletins

1. *Trends in Professional Manpower Supplies and Requirements* (out of print) L2-2001
2. *Immigrants in Scientific and Technical Professions in Canada.* L2-2002
3. *Canadians Studying in the United States for Degrees in Science, Engineering, Agriculture, Architecture and Veterinary Medicine,* 1955-56. L2-2003
4. *Recent Changes in Engineering Manpower Requirements and Supplies in Canada.* L2-2004
5. *Employment Outlook for Professional Personnel in Scientific and Technical Fields, 1958-1960* (superseded by Bulletin No. 8) L2-2005
6. *The Early Post-Graduate Years in the Technical and Scientific Professions in Canada.* L2-2006
7. *Engineering and Scientific Manpower Resources in Canada: Their Earnings, Employment and Education, 1957.* L2-2007

(Continued on page three of cover)

THE LABOUR GAZETTE

Official Journal of the Department of Labour, Canada

Hon. Michael Starr, Minister — George V. Haythorne, Deputy Minister

Published Monthly in English and French

Editorial Staff

Editor
W. S. Drinkwater

Assistant Editor
R. M. Dyke

Editor, French Edition
Guy de Merlis

Circulation Manager
J. E. Abbey

Cover Photograph
National Film Board

Vol. LXII, No. 2 — CONTENTS — February 28, 1962

Division on Older Workers 118
50 Years Ago This Month 119
Notes of Current Interest 120
The Tritschler Report 123
Canada and the Colombo Plan 130
Annual Convention of Religion-Labour Council of Canada 132
Sixth Annual Convention of Quebec Federation of Labour 135
Latest Labour Statistics 140
Employment and Unemployment, January 141
Collective Bargaining in January 145
Chamber of Commerce on Rehabilitation 151
The Women Workers of Denmark 152
International Labour Organization:
Morse Withdraws Resignation 153
Teamwork in Industry 154
Industrial Relations:
Certification Proceedings 155
Conciliation Proceedings 158
Canadian Railway Board of Adjustment No. 1 211
Labour Law:
Legal Decisions Affecting Labour 219
Recent Regulations under Provincial Legislation 224
Annual Report of British Chief Inspector of Factories..... 225
Unemployment Insurance:
Monthly Report on Operation 231
Decisions of the Umpire 232
National Employment Service:
Monthly Report on Operations 236
Labour Conditions in Federal Government Contracts 237
Prices and the Cost of Living 244
Publications Recently Received in Department's Library 246
LABOUR STATISTICS 249

CORRESPONDENCE—Address letters dealing with editorial matters to the Editor, those dealing with subscriptions to the Circulation Manager. SUBSCRIPTIONS—Canada: $3 per year, single copies 50 cents each; all other countries: $5 per year, single copies 50 cents each; Send remittance by cheque or post office money order, payable to the Receiver-General of Canada, to The Queen's Printer, % Superintendent of Government Publications, Ottawa. All subscriptions payable in advance. SPECIAL GROUP SUBSCRIPTION OFFER—Five or more annual subscriptions, $1.50 per subscription (Canada only). Send remittance, payable to the Receiver-General of Canada, to the Circulation Manager. BOUND VOLUMES—$5 per copy delivered in Canada, $7 per copy to other countries. CHANGE OF ADDRESS—Please attach label showing previous address.

Authorized as Second Class Mail, Post Office Department, Ottawa.

53741-5—1

Division on Older Workers

In accordance with a directive from Hon. Michael Starr, Minister of Labour, to intensify efforts on behalf of older workers, the Division on Older Workers was established by the Department of Labour and placed under the direction of the National Co-ordinator, Civilian Rehabilitation.

It began operations on a full-time basis in 1959. Its functions include co-ordination of departmental activities in the field; development of educational efforts in co-operation with the Information Branch; encouragement of research in co-operation with the Economics and Research Branch and other agencies; liaison with voluntary agencies and provincial government departments interested in problems of aging; holding a watching brief on developments in other countries and liaison with agencies abroad; supplying of secretarial services to the Interdepartmental Committee on Older Workers; and the assembly and dissemination of information.

The Division has assembled the following material, which may be obtained free by writing to the Division on Older Workers, Civilian Rehabilitation, Department of Labour, Ottawa.

Speaking Out About the Older Worker Problem. A series of radio broadcasts. Available in French and English.

Pertinent Facts About the Older Worker. A reference manual, prepared and assembled by the Information Branch, Department of Labour, Ottawa, June 1961.

Discrimination Against Older Workers. A reprint of an article from the *International Labour Review*, Vol. LXXXII, No. 4, April 1961, by the Division on Older Workers. Available in French and English. (Limited supply.)

Don't Judge A Man's Worth By His Date of Birth. An examination of the myth of the older worker—a series of articles prepared by the Information Branch, Department of Labour.

Here's Five Step Program That Could Work For You. By E. J. Hickey, reproduced from *The Financial Post*, June 24, 1961.

How Safe Are Your Older Workers? By V. A. Broadhurst, reproduced from *Industrial Welfare.*

The Care of the Geriatric Citizen. A study by the New Brunswick Association of Registered Nurses.

Why EX at XL? A digest of two case studies of the relation between age and selected characteristics of sales personnel in two department stores, by Douglas G. Dainton.

Productivity of Older Workers. By Leon Greenberg, March 1961 issue of *The Gerontologist.*

Pension Plans and the Employment of Older Workers. A "2 minutes of employment facts" folder prepared by the Information Branch, Department of Labour.

How Canada's First Proper Purchasing Power Pension Plan Will Operate. James L. Clare, M.A.

Industrial Pension Plans—1959. School of Business Administration of the University of Western Ontario, R. E. Sproule and J. J. Wettlaufer.

Portable Pensions. By J. C. Maynard.

A Summary of Findings of a Study of Canadian Pension Plans—1960.

The Preservation of Pension Rights. Ontario Department of Economics, 1960.

Vesting Provision in Pension Plans. Walter W. Kolodrubetz, U.S. Department of Labor.

Housing for Older People. Humphrey Carver, Central Mortgage and Housing Corporation.

What Does Old Age Mean to You? Miss Hazeldine Bishop, Executive Assistant, Older Persons Section of the Montreal Council of Social Agencies.

Barriers Can Disappear. Ian Campbell, National Co-ordinator, Civilian Rehabilitation, Department of Labour, Ottawa.

Let's Eliminate Age Barriers in Hiring. H. L. Douse, Chief, Division on Older Workers, Civilian Rehabilitation, Department of Labour.

National Employment Service and the Older Worker. C. A. Murchison, Commissioner, Unemployment Insurance Commission, Ottawa.

The Older Woman and the Working World. Miss Marion V. Royce, Director of the Women's Bureau, Department of Labour, Ottawa.

Retirement Practices and Their Implications. A. Andras, Director of Legislation, Canadian Labour Congress, Ottawa.

Do You Support Your Pension Plan Or Does Your Pension Plan Work For You? James L. Clare, M.A., F.S.A., Actuarial Consultant and former Professor of Actuarial Mathematics at the University of Manitoba.

Occupational Medicine and the Older Worker. Dr. D. K. Grant, Director of Medical Services, Hydro-Electric Power Commission of Ontario.

50 Years Ago This Month

Annual convention of British Columbia Federation of Labour (TLC) and TLC's annual brief to federal Cabinet both request repeal of Industrial Disputes Investigation Act. B.C. Federation discusses question of political action

Political action was one of the leading questions discussed at the 1912 convention of the British Columbia Federation of Labour (TLC), a report of which was given in the February 1912 LABOUR GAZETTE. The five-day convention was attended by 86 delegates, compared with an attendance of 60 the year before.

The resolution on political action adopted by the convention "after several hours debate" decided that "the question of the endorsation of the doctrines of socialism be submitted to specially summoned meetings of the affiliated unions, returns of the vote to be sent to the Secretary-Treasurer of the Federation for compilation."

Other resolutions approved, among the 80 or more submitted, requested the repeal of the Lemieux Act [The Industrial Disputes Investigation Act, 1907], condemned the employment of Chineses cooks in railway construction camps, approved the supply of free text books in schools, opposed exemption of church property from taxation, favoured women's suffrage, advocated government control of telephones, favoured abolition of money deposits in elections, commended the federal Government's annuity scheme, favoured separate schools for Asiatics, and endorsed the *B.C. Federationists* as the official organ of the Federation. The delegates also supported a 48-hour week for cooks and waiters, and amendment of the Workmen's Compensation Act.

The convention increased the per capita tax to 2 cents from 1 cent per number.

Repeal of the Industrial Disputes Investigation Act was requested also, early in January, in the annual submission to the federal Government by the Trades and Labour Congress of Canada. A deputation from the TLC met in the Prime Minister's office with the Prime Minister, Rt. Hon. R. L. Borden; Hon. T. W. Crothers, Minister of Labour; and Hon. L. P. Pelletier, Postmaster General.

"The deputation comprised the majority of the members of the executive committee and Mr. J. G. O'Donoghue, the Parliamentary Solicitor of the Trades and Labour Congress," the LABOUR GAZETTE reported. "The deputation was introduced by Mr. P. M. Draper, the Secretary of the Congress."

Among other matters, the delegation questioned the advisability of continuing public grants to the Grand Trunk Pacific Railway Company in view of the dispute between the company and certain of its employees in Western Canada; and made representations on behalf of the letter carriers, urging superannuation, improvements in uniforms, an increase in provincial allowances, and improved classification.

The deputation dealt also with Asiatic immigration, the eight-hour-day law, the abolition of the Senate, improvement of sanitary conditions in construction camps, and the extension of the fair wage clause to cases in which government funds were granted in aid of the construction of public buildings.

The LABOUR GAZETTE reported that in the Speech from the Throne at the opening of the fourth session of the Second Legislature of Saskatchewan, "It was announced that the Government had practically completed arrangements, in conjunction with the three great railway companies operating in the province, for a careful examination into the feasibility and cost of diverting the water of the south branch of the Saskatchewan River for purposes of irrigation."

A strike by 52 pulp mill hands at St. George, N.B., which began on April 26, 1911, was still going on when the GAZETTE of February 1912 went to press. The cause of the strike had been the refusal of the employer to grant a demand for an eight-hour day instead of one of thirteen and eleven hours, with an increase in minimum wages.

In another strike, of iron moulders in London, Ont., which began in June as a result of the refusal of three firms to grant the same minimum wage for a nine-hour day as had been paid for one of ten hours, the GAZETTE reported that industrial conditions had ceased to be affected. Out of 60 men who were originally involved, only six were still out of employment in January 1912, the rest having "either found work on the terms demanded, or secured other employment."

Firefighters in Ottawa, numbering 70, besides gaining an increase in wages of $50 a year, were granted one day off in eight instead of one in twelve or fourteen.

53741-5—1½

Throne Speech Forecasts Increase in Old Age Pensions

Increases in old age pensions, in old age assistance, and in payments to blind or disabled persons were among the changes in social legislation forecast in the Speech from the Throne read at the opening of the fifth session of the 24th Parliament on January 18.

After obtaining the provinces' concurrence for an amendment to the British North America Act, the Government intends to introduce a contributory system of old age pensions and related survivors' and disability benefits in addition to the existing old age pension. The legislation to bring this into effect would "take into account private pension arrangements and the need for legislation concerning portability of pension rights."

Another measure proposed was the appropriation of "monies required in the Unemployment Insurance Fund to safeguard the rights of workers until the report of the special committee inquiring into the unemployment insurance program has been received and can be acted upon."

The Speech gave notice of legislation to require business and labour organizations to submit reports on the extent and nature of their operations "and whether, and to what extent, they may be owned or controlled outside Canada."

In addition to a larger Municipal Winter Works Incentive Program, already announced, Parliament will be asked to approve other measures to stimulate economic activity. Among these will be: the construction of a railway from Matane to Ste. Anne des Monts, Que.; construction of a floodway and other works to conserve and control the waters of the Red and Assiniboine Rivers in Manitoba; an increase in the total amount of financing of exports that can be undertaken by the Exports Credits Insurance Corporation; an amendment to broaden the scope of the Small Business Loans Act; and the institution of an automobile ferry service between North Sydney, N.S., and Argentia, Nfld., and construction of the necessary vessel and docks.

The Prime Minister has invited the provincial Governments "to join with the federal Government in early discussions of the steps that might be taken toward the establishment of long-distance power transmissions to link provinces and eventually the different regions of Canada."

Parliament will be asked to provide for an expanded program of encouragement to scientific research by industry in Canada, an increase in federal grants to universities, and "a measure relating to the Senate" will be introduced.

Acreage payments to farmers affected by the drought in the Prairie Provinces would be asked for from Parliament, and legislation would be proposed to extend the period of application of the Farm Improvement Loans Act and the Fisheries Improvement Loans Act, the Speech stated.

An amendment to the Civilian War Pensions and Allowances Act will be sought to authorize the payment of allowances, under specified conditions, to merchant seamen, fire-fighters, foresters, members of voluntary aid detachments and certain other civilians with war service overseas.

The Government, in recent international meetings, "has reiterated its support for the expansion of world trade on a multilateral non-discriminatory basis and its readiness to play a constructive role in the promotion of world trade," the Speech said.

Dept. Appoints Co-ordinator, Emergency Manpower Planning

George E. Simmons of Ottawa has been appointed Co-ordinator, Emergency Manpower Planning, in the Department of Labour.

In his new post Mr. Simmons, who has had wide executive experience, will be responsible for co-ordinating the activities of all the Department's branches concerned with manpower and industrial relations planning in case of emergency. He will also carry on liaison with government departments and agencies on the manpower aspects of their emergency planning.

Born in St. Albans, England, Mr. Simmons has lived in Canada since 1929. From that time until the outbreak of the Second World War, he served with the Bank of Montreal in Saskatchewan, Manitoba and Ontario.

During the war he served with the Royal Canadian Army Service Corps, both in Canada and overseas, rising to the rank of Lieutenant-Colonel.

With the cessation of hostilities he returned to the Bank of Montreal for a brief period before taking up the appointment of Chief Administrative Officer, Boy Scouts of Canada. He has held this post for the past 15 years.

TUC: 'British Higher Education Doesn't Meet Modern Needs'

The Trades Union Congress has submitted a 5,000-word report to the British Government's Committee on Higher Education in response to a request for its views on certain aspects of the problem. The committee was established by the Government "to review the pattern of full-time higher education in Britain and in the light of the nation's needs and resources to advise the Government on what principles its long-term development should be planned. . . "

The TUC report states that the present provision of higher education is inadequate for modern needs, that it falls short on two counts:

1. It does not match the educational needs of large numbers of young people.

2. It does not meet the economic, social and political needs of the community.

To remedy these deficiencies, says the TUC, a substantial and sustained general expansion of higher educational facilities is required.

Commenting on the first deficiency the TUC pointed out that social and economic factors still limit the number of children of manual workers who seek higher education. If children of manual workers had sought admission to universities in 1955-56 in numbers proportionate to the number of such workers in the adult male population, it would have been necessary to provide places for some 50,000 students instead of the 18,000 who were admitted that year. The Congress based these figures on the findings of an inquiry commissioned by the vice-chancellors and principals of Britain's universities.

The TUC placed special emphasis on the need to provide more educational opportunities for girls. At present about twice as many boys as girls enter full-time courses of higher education.

"There is little justification for continuing to assume that the needs of boys for higher education will remain greater than those of girls," states the TUC. "It might well be in the national interest to attempt to modify any social or educational factors at present limiting the number of girls seeking such opportunities."

Expansion of opportunities for the education of young people was also required in the national interest, stated the Trades Union Congress when referring to the second deficiency. Detailed evidence of this need would doubtless be given to the Committee by various oragnizations more directly associated with the different fields of professional employment.

Trade union interest and experience in national economic and industrial affairs, and public and social services, had convinced the TUC, "beyond all doubt," of the need to enlarge the opportunities for higher education.

"Only a sustained general expansion of higher education can remedy existing shortages and ensure that future progress in all the different fields of national endeavour is unhampered by a lack of suitably qualified personnel," the TUC report concludes.

In an attempt to cope with the influx of secondary-school students resulting from the birth-rate "bulge" of the postwar period, the Government recently increased its contributions to university building programs to £25 million for each of 1962 and 1963. At the same time the universities were told to go ahead with plans on the basis of £30 million in each of the years 1964 and 1965.

The Government's aim is to provide for a university student population of about 170,000 by the early 1970's, compared with 100,000 during the academic year 1958-59, the Chancellor of the Exchequer has announced.

New Issue of University Annual Devoted to Industrial Relations

Eight articles on industrial relations will be contained in the next issue of *The Commerceman*, annual publication of the School of Business of Queen's University. The magazine is due to come off the press early in March.

The articles have been written by men of note. Titles and authors are: The Several Dimensions of Work, Prof. Frank E. Jones, Professor of Sociology, McMaster University; The Role of Free Labour in a Changing Society, Claude Jodoin, President, Canadian Labour Congress; Industrial Relations in the Decade Ahead, Ronald S. Ritchie, Executive Director, Royal Commission on Government Organization; The Impact of Automation, Dr. W. R. Dymond, Assistant Deputy Minister of Labour, Ottawa; The Impact of Labour Unions, Prof. H. D. Woods, McGill University; The Future of the Canadian Labour Movement, Wilfred List, labour reporter, Toronto *Globe and Mail:* The Need for Greater Co-operation between Labour and Management, Hon. James M. Macdonnell, M.P.; and The Role of the University in Industrial Relations, Dr. W. D. Wood, Director, Industrial Relations Centre, Queen's University.

Copies of the book may be obtained from: The Editor, The Commerceman, Queen's University, at $1 per copy.

CLC Committee to Investigate IWA's Dispute with Carpenters

The Canadian Labour Congress has appointed a special committee to investigate the dispute over Newfoundland loggers between the International Woodworkers of America and the United Brotherhood of Carpenters and Joiners of America.

The IWA has formally charged the Carpenters with raiding its jurisdiction.

Claude Jodoin, CLC President, announced the formation of the committee last month. It will be composed of four CLC general vice presidents: Frank Hall, chairman; George Burt, William Jenoves and William Mahoney.

Formation of this committee is the latest development affecting the union affiliation of Newfoundland loggers, which has been the subject of a series of disputes for about three years.

Early in 1959, the provincial Government passed legislation, the Trade Union (Emergency Provisions) Act, to revoke the certification of two IWA locals in Newfoundland (L.G. 1959, p. 360). This legislation followed the entry of the IWA into the Newfoundland logging industry, and an ensuing strike at the Anglo-Newfoundland Development Co. Ltd., Grand Falls, Nfld.

The CLC protested this action and formally petitioned the Governor-General-in-Council to disallow the legislation. No action was taken in the time permitted for disallowance.

After passage of the Act, an independent union was formed—the Newfoundland Brotherhood of Woods Workers. At its first convention after its establishment the NBWW adopted a resolution authorizing its executive to "seek affiliation" with the Carpenters.

In May 1960, the section of the Newfoundland Labour Relations Act that required the decertification of a union whose officers had been convicted of offences in connection with labour disputes was repealed. The amendment left the IWA free to organize and apply for certification if it could sign up sufficient members.

In July 1961, after the Carpenters had begun a campaign to organize the Newfoundland loggers, the CLC asked both the IWA and the Carpenters to agree to an impartially-conducted vote to determine the wishes of the loggers. Both unions were asked to give a prior commitment to accept the decision of the loggers.

The IWA accepted; the Carpenters refused.

At this point the IWA filed with the Congress a formal protest against the action being taken by the Carpenters. The formation of the CLC investigating committee is part of the CLC's processing of this protest.

In October the Newfoundland Brotherhood of Woods Workers disbanded after the Carpenters received a majority in the voting conducted in August by the Carpenters.

In September the province's two paper companies recognized the Carpenters as bargaining agent.

Before the entry of the IWA and the formation of the NBWW, the loggers of Newfoundland were organized into four unions: The Newfoundland Lumbermen's Association, Newfoundland Labourers Union, Fishermen's Protective Union, and Workers Central Protective Union.

European Economic Community Moves to Enforce Equal Pay

The European Economic Community Council, meeting in Brussels in December, adopted a resolution that requires all member states to abolish, by either legislation or regulation or compulsory collective bargaining, all discrimination against women in setting their wages, so that the principle of equality in remuneration could be protected by courts.

Wage equality is to be reached by three stages: Wage differentials in excess of 15 per cent are to be reduced to 15 per cent prior to June 30, 1962; to 10 per cent prior to June 30, 1963; and completely abolished prior to December 31, 1964.

EEC members will also refuse to treat as compulsory all collective agreements that would not ensure observance of this schedule, and seek to eliminate the following:

—Application of obligatory minimum wages to men only, or at different levels for men and women.

—Setting of different levels of minimum wages for men and women in collective bargaining or salary agreements and schedules.

—Piece-work schedules with different remuneration bases for men and women.

—Separate categories or classification criteria for men and women where salaries are subject to a system of occupational classification.

—Maintenance in collective agreements of differences in remuneration based on sex.

Systemic downgrading of women workers, different qualification standards for men and women, and evaluation of functions unrelated to performance in classifying workers are also recognized as incompatible with the principle of equality.

More Notes of Current Interest on page 242

The Tritschler Report

Report of Mr. Justice G. E. Tritschler, appointed a Commission under Manitoba Evidence Act to inquire into 1960 strike at Brandon Packers, has been released Publication was withheld lest it prove prejudicial to trial of firm's owners

The report of Mr. Justice G. E. Tritschler, who on June 29, 1960 was named a Commission under the Manitoba Evidence Act to inquire into the strike earlier that year at the plant of Brandon Packers Limited, Brandon, Man., was released in November.

The Commission presented the report in February 1961 but publication was withheld lest its contents prove prejudicial to the trial of the two owners of the company, who, as a result of evidence brought to light during the inquiry, had been charged with conspiracy, theft and fraud. They were convicted in November and the report released immediately afterwards.

The Commission was directed by its terms of reference to assess the effect on the public interest of the strike by Local 255 of the United Packinghouse Workers of America and to make recommendations on methods by which peaceful industrial relations in Manitoba might be enhanced.

The report contains the findings of a full inquiry into the negotiations between the parties and the actions taken by both in connection with the strike.

Background of the Strike

The Commission traced the history of the relations between the union and the company back to their beginning.

Brandon Packers Limited, a Manitoba company incorporated in 1936, began as a custom slaughter-house with seven employees. It grew into a packinghouse, meat processing and canning enterprise producing a wide variety of goods; by 1959 it was employing about 200 persons.

The company purchased livestock directly from producers, from the Brandon Co-op stockyards, and from stockyards in St. Boniface and in Saskatchewan. About 90 per cent of its production was shipped to Winnipeg, Ontario and Quebec. At all levels it was in direct and constant competition with the "Big Three" (Canada Packers, Swift Canadian, and Burns & Co., Limited).

Local 255, UPW, was organized in 1944 and certified in that year as bargaining agent for the production and maintenance employees of Brandon Packers. The international union has nine districts, of which Canada is District 8. The District is divided into an eastern and western section, the dividing line being the Manitoba-Ontario border, and has a Director, who has an assistant in the western section. Each province in the District has a provincial representative.

The first contract, made on December 21, 1944, set the pattern of wages that prevailed for the next 12 years—the base rate for males paid by the Big Three at Winnipeg less approximately 4½ cents per hour. Employees were graded according to experience, qualification and type of work, and each grade was worth some cents per hour (3 cents at the time of the last contract before the strike).

In the 12-year period there was only one work stoppage, a short sympathy strike at the time of the Big Three strike in 1947.

While the business grew, the plant and equipment became obsolete. Only part of the depreciation reserves were put back into fixed assets. At the same time competitors were modernizing and cutting production costs.

In 1954, the first owner of the company, J. C. Donaldson of Brandon, who at the time of incorporation owned nearly all the capital stock, began trying to sell the business. In 1956 it was sold to Hugh Paton and Douglas Hubert Cox, both of Toronto, but Donaldson, who in the beginning had been president and general manager, continued as general manager.

The new owners acquired the business by promoting a new $400,000 bond issue in months while they held an option, and using the money so raised to pay for the shares they had bought, with the result that they acquired the business without using their own money or credit, but the plant expansion that was the declared purpose of the bond issue did not take place.

In August 1956, a two-year contract between the company and Local 255 provided for the same increases in cents per hour as the Big Three Winnipeg contract entered into in the preceding April. The 4½-cent differential was retained. The years 1956 and 1957 were lean years, a continuation of what the Commission termed a "skid towards bankruptcy." Before the contract expired in 1958, Donaldson asked the negotiating committee to wait a while, as he would soon be replaced by a new manager.

Arthur Lloyd Wudel was appointed general manager in August 1958. He asked for and the union granted a one-year suspension of negotiations to give him an opportunity to get the company back on its feet. He was greatly aided in his efforts by the increase in the floor price of hogs under the federal Agricultural Stabilization Act and by the purchases by the federal Government of surplus pork in the period October 1958 to January 1960. By the end of 1958 the business was on the road to recovery. It was at this point, during the years 1959 and 1960, that the owners, by charging to the company fictitious "management fees," extracted $123,750, and by other manipulations further amounts which brought the total sums diverted to $214,110.

In the spring of 1959, Local 255 asked the management to resume negotiations for a new agreement, negotiations having been suspended for one year at the request of the new manager. The wage differential between Brandon Packers and the Big Three at Winnipeg was now 18½ cents. The company's position was that it could not afford to pay higher wages and remain in business. It was willing to consider certain fringe benefits and discuss a contributory pension plan.

A conciliation officer was unable to bring about agreement and on August 28, 1959, the Minister of Labour established a conciliation board. The board having failed to achieve a settlement, the majority recommended an across-the-board increase of 2 cents an hour, a half-cent increase in labour grade classifications, and certain additional fringe benefits.

On February 4, 1960, the company agreed to implement the majority report. On February 16, Local 255 rejected the majority report by a strike vote. A final meeting was held between the company and union representatives on the afternoon of February 24.

The Commissioner found that evidence supported the company's assertion that at this meeting it offered not only to implement the majority report but also to grant any wage increases which might be agreed to by the Big Three on April 1, 1960 and April 1, 1961. The union denied that this offer was made.

At a meeting of Local 255 on February 24, the union did not report such an offer to the membership. On February 25 the company, having learned that its additional offer had not been communicated to its employees, wrote all the members of Local 255 putting the offer in formal terms.

On February 28, the final pre-strike meeting of the Local was held. The Commission found that "those present at the meeting were deliberately misled and confused about this letter by union officials determined to implement the strike action." When the final decision was taken to go out on strike the following morning the members voting thought they were rejecting an offer by the company to implement only the majority report. The decision was taken by standing vote after inflammatory speeches. The strike began on February 29.

The picketing by the union of the struck plant involved taunts, threats, egg throwing, rock throwing, nail strewing, obstruction of traffic and assaults. The President of the Local was convicted of assaulting a man whom he mistook for a strike breaker and was sentenced to nine months imprisonment. Another union member was convicted of assault and another of obstructing a truck. The union paid costs of defence and fines. The union and other labour organization engaged in a Canada-wide campaign to boycott the company.

The company continued to operate the plant, hiring replacements to whom it promised continuing employment. On February 29, the day the strike began, the company wrote each employee stating that since he did not turn up for work, his employment was terminated. A further letter from the company on the same day advised each employee that automatic termination of life, sickness and accident insurance had resulted from the termination of his employment.*

Mr. Justice Tritschler was appointed as a commission of inquiry on June 29, 1960. Following correspondence with solicitors for the company and the union and stalling by both sides, the Commission set August 29, 1960 for the opening of its hearings. A few hours before that time the strike was settled. The Commission reached the conclusion that the reasons for the settlement were that the owners were "panicked into a settlement in an attempt to prevent the disclosures which the opening of the Commission would make certain" and the international union seized the opportunity for settlement because the strike had failed. The settlement granted an increase of 12 cents an hour effective on the date of return to work and with no retroactive feature; an additional 6 cents per hour effective

*Later the company applied to the Manitoba Labour Board for an order decertifying Local 255 as the bargaining agent. The Board's order directing a vote was contested by both the company and the union. See *Re Brandon Packers Limited* (1960) at page 57 of the January 1961 LABOUR GAZETTE.

August 1, 1961, and whatever increase is granted by the Big Three on April 1, 1962.

The company and the union then sought to have the inquiry stopped. When the Government was not prepared to consider the matter settled, both parties engaged in various tactics to obstruct the work of the Commission, failing to provide information, failing to appear at hearings, and the like. The Commission found it necessary to use its full powers under the Manitoba Evidence Act to compel the filing of documents and the attendance of witnesses. The day after the last public hearing the Commission referred the whole of the proceedings to the Attorney General and the prosecution of Paton and Cox followed.

Effect of Strike on Public Interest

The commission emphasized the importance of the company's operations in Brandon and in the economy of Manitoba. It is the only packinghouse and one of the largest manufacturing concerns outside of the Greater Winnipeg area and thus contributes to the decentralization of industry through rural Manitoba essential to a well-balanced provincial economy.

The withdrawal of capital funds by the owners in the period prior to the strike left "a gravely wounded industry." It would be idle to speculate, the report states, what might have been the wage-paying potential of the company if the money improperly withdrawn had been put into the plant. The Commission believed, however, that the evidence contradicted the union's claim that Brandon wage scales should be within 4½ cents of the Big Three's Winnipeg rates. This differential, which was established when the base rate was 50 cents, should have increased as the base rate trebled. The cost to the company of transporting 90 per cent of its production 130 miles between Brandon and Winnipeg, the point at which it must sell competitively with the Big Three, and the fact that the Brandon plant is a one-division operation that is not comparable with fully integrated packinghouses with a number of divisions, were important factors.

The strike, which the Commission thought was unjustified, was a costly affair. It cost the striking employees about $200,000 in lost wages. The international union spent about $47,000 and sympathizers donated $28,000, which was also spent. The company's last pre-strike offer was at least as good as the final settlement, which came at the point when the strike had failed and only because the company hoped to forestall the inquiry.

A term of the final settlement provided that the parties agreed to request an independent economist from the staff of the University of Manitoba to make an investigation into the factors that may or may not justify a wage differential in the meat packing industry between plants situated at Brandon and at Winnipeg. This sort of inquiry, in the Commission's view, might well have preceded strike action. "To increase the pressure is not a good way to find out whether the patient can stand a higher pressure—unless the patient is expendable, which the company is not, at least to the members of Local 255 and the people of Manitoba."

Findings of the Commission

In sections of the report dealing with the misbehaviour of the company and its owners, and the misbehaviour of the union, the Commission took strong exception to the attitudes and activities of both parties.

The company put money raised for plant development to improper and unproductive use. Before the conciliation board, the company pleaded inability to pay. In putting forward arguments in support of its position, it withheld essential information and deliberately misled the board. It tried to mislead the Commission in the same way.

The Commission was critical of the union on a number of points. The Local did not, in the opinion of the Commission, obtain the kind of service it had a right to expect from the international. The union was completely ignorant of company affairs and neither the union nor the union nominee on the conciliation board challenged the company's statement about its financial position. There were indications of indifference on the part of the union at higher than the local level to the survival of a small independent enterprise.

Further, the professional staff of the union completely misjudged the chances of success of the strike. They did not assess management's ability to carry on or the availability of an alternative supply of labour or the reaction of public opinion.

When being questioned before the conciliation board the union did not fully disclose wage rate information for plants organized by the UPW in other parts of Canada, and, in its efforts to implement the policy that a worker should receive the same wage for a job no matter where he performs it in Canada, had deliberately misled the board as to the existence of differential rates between small and large companies and between different industrial

areas. During the strike, it deliberately misled the public about wage rates and other matters.

The Commission found union officials at fault in precipitating strike action by withholding from the membership the company's last offer.

The conduct of the strike itself was marked by acts of violence and discreditable behaviour, and the misconduct was condoned and approved by union officials.

The Commission also inquired into the Canada-wide campaign engaged in by the union and other labour organizations to boycott the company. It made a distinction between appeals for sympathetic boycott action based on truthful statements and boycott action forced on neutrals by picketing or threats of picketing and by threat of strike action which, if taken, would be contrary to law and in breach of provisions of existing collective agreements. As an example of the latter type of boycott, the Commission cited the refusal of members of other locals of the union to handle products diverted from Brandon Packers to Canada Packers plants because of the strike. As a typical example of unreasonable pressure uopn a neutral company, it cited the effort of several unions to have Safeway Stores cease handling Brandon Packers goods, and when the company refused, the picketing of Safeway Stores.

Finally, the Commission was strongly critical of the union's attitude to the Commission, in that it joined with the company in trying to suppress the inquiry.

Recommendations as to Changes in Legislation

It is a signficant feature of the Report that the Commission does not look to changes in the law to correct all the abuses the inquiry uncovered. It finds the climate of labour-management relations poor: "Neither is inclined to see much good in the other or to recognize the evils in its own camp." It noted that no management submission disclosed an awareness that management had shown itself in an unfavourable light at the inquiry. It expressed particular concern at the hostility of labour leaders to organized society outside the labour movement and at the "vicious image of government, the police and the courts as the enemies of the worker" that is created. The Commission's analysis of the attitude of government departments and the behaviour of the police in all phases of the strike did not bear out this image.

One of the recommendations was a strong appeal for better public education on industrial relations.

Nearly everyone is an employer or an employee and ought to have some understanding of the problems of industrial relations, but the Commission found evidence of ignorance, misinformation, misunderstanding and apathy.

Industrial relations should be taught at the high school level, perhaps in the new non-matriculation general courses to reach people going into trades. At the university level, intensifiication and broadening of the course was recommended. Extension courses on a popular level should be available for those already working. Encouragement should be given to the establishment of labour-management institutes and seminars.

To achieve these aims, it was suggested that the Department of Labour might enlist the assistance of an industrial relations advisory committee to plan and co-ordinate the teaching of the subject.

Methods should also be sought to stimulate general reading on labour-mangagement matters and the reading material on labour relations in many libraries in the province should be brought up to date.

The main recommendations for changes in the law are set out below.

Corporate Status for Employer and Employee Associations—The Commission recommended that all employer's organizations or federations of such and all trade unions, whether international, national, provincial, local or federations of such, be made legal entities, at least for the purpose of prosecuting or being prosecuted for breach of any law and for the purpose of suing or being sued for any cause of action, and "it would be best that they should have corporate status for all purposes."

Making unions legal entities was a step that would have to be taken if there was to be any improvement in the climate of industrial relations. This method must be tried before experimenting with many of the methods suggested by employer organizations, which the Commission thought were more likely to cause a breakdown of the collective bargaining system. In the Commission's view,

> This change in the law, which labour always resists, will prove a boon to the labour movement. It will conduce to more responsible behaviour and with that will come an immediate increase of public esteem and support and of management respect. The need for responsible behaviour will cause a gradual weeding out of irresponsible leadership whose retention would jeopardize the financial positions of unions.

Justice was sometimes denied or impeded because trade unions have no legal status. Members wrongfully expelled from unions cannot get the union before the courts, and

evidence submitted to the Commission showed that breaches of collective bargaining agreements are committed or threatened with "cynical indifference" because the union cannot be sued for breach of contract.

In the Commission's view, unions are entities in fact and should be endowed with entity in law.

Some believed that giving unions legal status would be of little value because unions often have small assets and it is often difficult to prove damages resulting from breaches of agreements.

These difficulties could be partly overcome by amendments to the Labour Relations Act. One should provide that a breach of a collective bargaining agreement by one party shall be actionable at the suit of the other party without proof of special damage. Another should state "that a trade union which defaults in obeying the judgment of any court shall not be competent to be certified or to remain certified as a bargaining agent." The Act should further provide that if a disqualified union is a member of a larger body, no other local of the larger organization may be certified as bargaining agent of the unit formerly represented by the disqualified union.

Discharge of Strikers—The day the strike commenced, the company notified each striking employee that, because he had ignored an earlier warning to report for work on that day, his services were termiated with a resulting loss of rights to life, sickness and accident insurance.

In the opinion of the Commission, this action was unnecessary, useless and provocative. Arguments for the legality of the dismissal on the ground of non-attendance at work the Commission characterized as "sterile." It was an empty gesture, for if a strike succeeds and the company gives in to the union terms, there must be reinstatement.

Further, the dismissal contravened Section 2(2) of the Manitoba Labour Relations Act which provides: "No person shall cease to be an employee within the meaning of this Act by reason only of his ceasing to work as the result of a lockout or strike or by reason only of dismissal contrary to the Act." In the Commission's view, the section requires amendment but the spirit of it should not be destroyed. The principle that a man legally on strike has not given up his job, and that the employer hires a replacement at his peril, is recognized in the statutes of the majority of the provinces and in the federal laws of Canada and the United States. On the other hand, the present Manitoba provision preserving employee status indefinitely was unreasonable.

It is ridiculous that years after a strike has failed and the employer has been carrying on his business unhampered by the forgotten strike the present employees should be impeded in selecting a bargaining agent by consideration of the position of the former employees who have long since given up the battle.

The Manitoba Branch of the Canadian Manufacturers' Association proposed that certification should be suspended upon strike action being taken and that certification should be automatically revoked when the employer entered into an agreement with another union or bargaining agent. The CMA also suggested that an employer be permitted to discharge a striking employee who refused to report for work upon request. In its view, the Act should specify that where strike action has been taken after there has been compliance with the necesary requirements, "employers should be relieved of the obligations with respect to bargaining and be at liberty to alter the terms and conditions of employment."

If these proposals were adopted, the Commission said, the employer would be able to convert strike action into the end of the union and the strike itself. They were an "unconscious indication of anti-union mentality," an attempt to emasculate the strike weapon. Under the present system of collective bargaining, the strike or lockout is the fundamental means of conflict. To remove the strike weapon or to weaken it so that it became ineffective would only hasten the introduction of compulsory arbitration, which is anathema to both labour and management.

Mr. Justice Tritschler did not think that the voting rights of strikers should be preserved indefinitely, nor did he believe in the instant terminations of voting status of strikers. He also objected to the suggestion that the right to vote be preserved for a fixed period, on the ground that a fully effective strike might be broken by mere passage of time. He thought, however, that the concept of maintaining employee status for a fixed period might be combined with the proposal to leave the whole question of certification and decertification to the Manitoba Labour Board. After the fixed period, the Board would have the sole right to decide whether a certification should be revoked and a new bargaining agent certified. The Board should be given the power to take votes of either strikers or replacements or both whenever and in what manner it decides. It should be guided by the result of such votes only to the extent that it considers necessary. "The counting

53741-5—2½

of heads of strikers or replacements settles nothing. The crucial questions must be whether the strike is effective or whether a *bona fide* replacement staff is so reasonably assured of continued employment that its request for a bargaining agent should be considered."

Union Security—Although union security was not an issue in the dispute, employers' organizations appearing before the Commission submitted that working people needed protection from compulsory unionism or compulsory check-off. The Commission's conclusion was that until a movement for voluntary unionism begins to express itself otherwise than through employer organizations, it ought not to be taken too seriously.

On the other hand, the Commission considered that union security contributes to harmonious relations.

> When all belong or contribute, there is no resentment against those who get the benefit of the services of the bargaining agent but do not share the cost. Where new employees are required to join the union (or at least contribute) the tensions and unrest of continuous campaigns for membership are avoided. Management is not under the temptation to discourage joining or to encourage defections from unions. Raiding and competition for the uncommitted by rival unions is less likely to occur. If the union in a plant is insecure, the collective bargaining position of the employees will be weaker.

An individual may not prefer the bargaining agent who is the choice of the majority, but as only one bargaining agent is possible, there is no alternative to representation by the selection of the majority. All use the services, all benefit, all should contribute to payment. The suggestion that the necessary and chosen bargaining agent should be paid by voluntary donations by members of the collective bargaining unit, in the Commission's view, is not to be taken seriously. "Such a system would gravely weaken if not destroy the collective bargaining process."

As to union shop agreements permitted by Section 6(2) of the Act, and approved by management, the Commission did not recommend any change in the present law.

Accepting the necessity of union security, the Commission would attempt to deal with possible abuses within a union, particularly financial mismanagement and improper expulsion or denial of admission to membership.

To guard against financial mismanagement, the Act should be amended to require annual financial statements to be filed by unions with the Minister of Labour and to provide that any member shall be entitled, on application to the secretary or treasurer of the union, to a copy of such statements free of charge.

That expulsion or denial of membership can in truth interfere with the "right to work" was illustrated in Manitoba by the *Tunney* case (L.G. 1957, p. 1214). Tunney, a milk driver, could only have appealed his expulsion from the local union by going to the meeting of the Teamsters General Executive Board at its Miami convention. Under the union constitution, until he had exhausted this remedy, he was debarred from seeking a remedy in court. The same type of provision appears in the UPW Constitution. "Any member who resorts to any agency or court outside the International Union before exhausting all avenues of appeal within the organization shall be automatically expelled from membership in the union." This sort of requirement is general in union constitutions.

The Act should be amended to provide that no labour union shall limit the right of a member to institute action against the union or its officers in any court or institute proceedings before any administrative body. Alternatively, the member might be required to first exhaust reasonable hearing procedures within the organization but not outside of Canada and not to exceed a three-month lapse of time. Any provision of a union constitution or by-law inconsistent with this provision should be without force or effect. The existence of the right of access to the courts would tend to ensure more expeditious and better conducted proceedings. Further, "if the union shop is to continue, a workman denied admission to membership in a union should have an immediate right of appeal to the courts."

Picketing—The Commission pointed out that the Criminal Code forbids picketing which is other than informative. The picketing carried on during the Brandon Packers strike was not purely informative and picketing frequently is not. Picket lines usually impede, delay or interfere with entry or access of places of business where persons have a legal right to go. Police and security guards not properly instructed tolerate these interferences with public rights. The Commission therefore recommended that steps should be taken to see that all law enforcement officers have a correct appreciation of the law.

Informative picketing should not interfere with the rights of strangers to a dispute, and it should not be used for organizational purposes. The present Section 6, which prohibits intimidation or coercion to compel

an employee to join a union, may make organizational picketing illegal, but, in the Commission's view, it should be spelled out that the decision to choose a bargaining agent should be left to the free choice of employees without pressure on an employer to make him coerce his employees into joining a particular or any union.

Interference with neutrals, which the Commission considered unfair, would be avoided if picketing were restricted (as to place) to the struck employer's place of business; (as to time) to the period of a legal strike or lockout; (as to participants) to the members of the union on strike or anyone formally authorized by that union. Picketers should be required to carry written authorization from the striking union, and no one should be allowed to picket without such authority. If they are to be legally responsible for the illegal acts of picketers, unions should be protected against danger of liability for the illegal acts of unauthorized persons.

It should further be made clear that refusal to cross picket lines is not permitted to employees bound by a collective agreement. This could be done through enlargement of the definition of "strike."

The right of strikers to appeal for public support by publicity other than picketing should be preserved. The Act should permit appeals for support by boycott of the employer with whom the union has a primary dispute.

Secret Strike Voting—The constitution of Local 255 provided that no strike could be called without approval by a majority of the votes in a secret ballot. The evidence showed that this requirement was ignored. The actual strike vote was not secret. Blank pieces of paper were supplied on which was written "yes" or "no", the papers being collected in a passed hat. There was no attempt at secrecy. Moreover, it was not this strike vote which sent the employees out on strike but a decision taken some days later on the evening before the strike. At this meeting there was an open vote following emotional speech making. The company's last offer was not put to employees.

The Commission recommended that there should be a secret strike vote taken by and under the supervision of the Department of Labour. The issues and the latest offer should be communicated by the supervising authority. Also, both sides were entitled to know the full result of the voting. The Commission did not agree with a suggestion made by unionists that management should be told only whether the result was for or against strike action and not be told how many were for and against.

The Commission also recommended that provision be made for taking a secret supervised vote during the actual course of a strike if the Minister of Labour thought such a course might be beneficial. Such interference would rarely occur but the procedure should be available if special circumstances indicated the advisability of taking the opinion of the strikers on any question.

Right of Employer to Communicate with Employees—During the dispute at Brandon Packers, the company kept the employees informed on the progress of negotiations. Union officials resented this and deliberately suppressed a company offer. The Commission believed that the right of an employer to communicate with his employees should be spelled out in the legislation. This would correct presently current ideas that there was something underhand about the practice and would prevent union officials representing an employer's communication as an unfair labour practice.

Manitoba Labour Board—One of the employee members of the Board took an active part in the dispute. He should not have sat on the Board when the application for the decertification of Local 255 was dealt with by the Board. He should have been replaced by an alternate member, or, if none was available, an employer's member could have retired with him.

Conciliation Procedure—The Commission found that both sides deceived or withheld information from the conciliation board. It recommended that the Department of Labour intensify its efforts to inform parties to disputes and conciliation board members of the real purpose of conciliation.

Further, it should be made a punishable offence wilfully to misinform a conciliation officer or a conciliation board. When a plea of inability to pay is raised, a conciliation board should have power to issue a "show the books" order and to put in its own accountants and investigators.

If these recommendations were adopted, it would be necessary to revise or repeal Section 37 of the Act, which provides that neither a conciliation board report nor testimony or proceedings before a conciliation board are receivable in evidence in court.

Enforcement Procedure—The Commission reached the conclusion that private prosecution, as the sole method of enforcement of the provisions of the Labour Relations Act, should cease. There should be a public prosecutor, an official to supervise the Act, with the duty and power to initiate proceedings where offences are committed.

The reasons advanced for this recommendation were that a law enacted by the Legislature for the public good should be enforced by public prosecutors. The law would be regarded with greater respect if an offence were regarded as an offence against the state rather than as an incident in a private dispute. In any case, the person aggrieved ought not to be put to the trouble and expense of conducting a prosecution for the breach of a public statute. Private prosecution involves the further difficulty that one party may find himself in the position of having either to prosecute for an offence after his dispute with the other party has been settled, or stopping proceedings even though there has been a clear violation of the law.

Conclusion—The Commission closed its report with a counsel of caution: "It is necessary to be alert to the danger that legislation induced by the stresses of an unpleasant strike may, while seeking industrial peace, cripple good unions and damage the collective bargaining process." It went on to say that this counsel of caution should not lead to inaction.

Canada and the Colombo Plan

In 1962 Canada will again contribute $50 million to Colombo Plan, bringing total Canadian contributions since Plan's inception in 1960 to $382 million

Canada will maintain its contribution to the Colombo Plan at $50 million for the coming year, Hon. David J. Walker, Minister of Public Works, announced at the annual meeting of Colombo Plan countries in Kuala Lumpur, Malaya.

By approving this contribution for another year, the Government followed up its 1958 decision to make this sum available annually for three years, subject to Parliament's approval. Canada thus continues to participate in the plan designed in 1950 as a co-operative venture in self-help and planned economic development for a group of Asian countries.

Total Canadian contribution to the Colombo Plan, including the sum approved for 1961-62, has been $382 million. It was allocated as follows: 48 per cent for construction projects (chiefly power stations and transmission lines, industrial and agricultural equipment); 45 per cent for commodities (food, metal, woodpulp, fertilizers); 3.4 per cent for technical assistance; and 3.6 per cent for aerial and other surveys, and for equipment for schools.

In addition to its Colombo Plan contributions, Canada has so far made available to member countries loans and grants totalling $70 million for the purchase of wheat and flour.

One of the Plan's charter members, Canada belongs among the six "donor" countries outside the area. Technical assistance, grants of foodstuffs and commodities, and capital aid are its contributions to the less-developed member countries in South and Southeast Asia.

The countries in the Colombo Plan area continue to require an ever larger number of scientists, technicians, engineers and persons with managerial and administrative skills and aptitudes, to assist them in developing their natural resources, modernizing and mechanizing their agriculture and industry, transportation and commerce, and training an effective government, business, and professional community.

To help meet these needs, Canada's Colombo Plan Technical Assistance Program has continued to expand. Up to March 1961, Canada had sent out 255 experts under the Technical Assistance Program. Of these, 34 are at present carrying out assignments in eight member countries in such fields as education, hydro-electric plant operation, aircraft maintenance, and accounting. In addition, more than 200 Canadian engineering and technical personnel have worked on contracts in association with capital aid projects in a number of member countries.

In the same period, 1,564 fellows and scholars from 16 member countries had received training in Canada under the technical co-operation scheme. Their studies had covered various aspects of economic and social development, including agriculture, engineering, railways, road and bridge construction, health services, education, public administration, and others. Because French-language institutions are available in Canada, it is possible to offer fellowships and scholarships on an expanded scale to Cambodia, Laos, and Vietnam.

This compares with the over-all figures on training of experts under the Colombo Plan: 26,373 trainees from these countries have been trained in other countries in a

hundred skills, from engineering and printing to nursing and social services; 5,755 experts have been sent out (or from one of the Southeast Asian nations to another) to give advice, set up schools, establish cooperatives, reorganize transport, and assist in dozens of similar activities.

Between 1950 and 1961, more than 1,850 training places have been provided by the countries in the region. During these years, the training capacity of the region has greatly increased, particularly at the higher, professional levels. The Colombo Plan report discussed at the annual meeting, however, notes that training at the technician level has not been as concentrated as it was envisaged in 1950. The shortage of fully trained technicians is still acutely felt and the range of skills in which they are needed is very wide.

Although the Technical Assistance Program requires years before its full benefit can be felt, the results of the capital aid program show quickly in the Colombo Plan countries. New power and irrigation dams, trawlers and fish processing plants, a nuclear reactor, training schools, cobalt bombs, diesel engines, workshops for farm machinery, telecommunications systems and a cement plant belong among the Canadian contributions.

Typical examples of projects financed by Canada are: detailed aerial mapping in Ceylon, needed for a survey of its resources; gift of textbooks to medical schools in the area; equipment to help Calcutta get a pure milk supply; equipment for technical schools in various countries; cobalt beam therapy unit for Burma; pest control laboratory for India; mobile veterinary service and clinic for Cambodia; aircraft and ground equipment for locust control in India; equipment for trucks and bus maintenance in Bombay; and books for a school of public administration in Indonesia.

In specifying the allocation of Canadian contributions, Canada has emphasized projects with longer-range potentials for raising the standards of living of the people.

A substantial part of the capital assistance extended by Canada in 1959-60 was taken in the form of industrial and agricultural commodities.

The aid in the form of foodstuffs has proved to be of direct benefit in times of emergencies, such as droughts and floods, as it helped the affected countries to avoid using up resources urgently needed for basic economic development, to alleviate pressure on scarce foreign exchange resources, and to moderate the inflationary impact of growing domestic consumer demand generated by increasing expenditures and rising incomes.

Other commodities, such as base metals, railway ties, and fertilizers, have in part served the same purposes and, in addition, have helped to maintain employment in the developing countries, to keep their newly established capital facilities in production.

Designing and building of capital projects such as hydro-electric plants and installations represents a significant immediate addition to the basic capital facilities now available in South and Southeast Asia. These projects will stimulate further economic development and provide a basis on which domestic and foreign private investment may be attracted.

Canadian Maritime Union Affiliates with CLC

The Canadian Labour Congress last month accepted the affiliation of the recently organized Canadian Maritime Union. Announcing the action by the CLC Executive Council, President Claude Jodoin said:

"We are very pleased to have the Canadian Maritime Union as an affiliate of our Congress. We believe that this organization offers seamen the expectation of democratic trade union representation."

Third Annual Convention of the Religion-Labour Council of Canada

Delegates agree that industrial relations in Canada must be improved before we can hope to make our way of life attractive to world's newly emerging countries

Industrial relations in Canada must be improved before we can hope to make our way of life attractive to people in the countries of the world that are newly entering upon industrialization and independence, It was generally agreed by delegates to the 3rd annual convention of the Religion-Labour Council of Canada, held in Ottawa on January 16.

The Council was organized in 1960 with the object of bringing together representatives of the churches and the labour movement, and promoting the development of personal relationships and understandings.

Victor Reuther, Director of International Affairs, United Automobile Workers, was the convention dinner speaker.

About 100 delegates attended the meeting, of whom about 60 represented labour organizations and 40 represented religious bodies.

At the morning session, which was under the chairmanship of Stanley Knowles, Executive Vice-President, Canadian Labour Congress, a panel discussion on the subject, "Canadian Industrial Relations and Religion —for Export?" was led by Charles H. Millard, at one time Canadian Director of the United Steelworkers in Canada, who recently retired as Director of Organization of the International Confederation of Free Trade Unions. Other members of the panel were Miss Mary Kehoe, Institute of Social Action, Ottawa; Rabbi Solomon Frank, Montreal; and Andrew Brewin, a lawyer and prominent Anglican layman of Toronto.

After the panel discussion, the conference was divided into 12 small discussion groups. Later, spokesmen from a number of the groups gave reports of their groups' discussions.

C. H. Millard

As material for the panel discussion, Mr. Millard delivered a paper citing an example of present-day industrial relations in one of the newly independent states of Africa, which, he said, he had chosen "because it is typical in too many of the lesser-developed states, and contains both good and bad elements of great importance to all of us at home and abroad."

In the case cited, the employees were represented by two unions, one an African union for the mineworkers and the other a union representing the predominantly white supervisory workers. When the African union went on strike for a dues checkoff, higher wages, and equal pay for equal work, the staff union, whose white members were being paid about 10 times as much as the Africans even when the work being done was similar, announced its adherence to its traditional position of maintaining "the rate for the job."

This expression Mr. Millard described as "a fancy way of saying 'We want to keep the Africans out of the job.' " In reality, it was a way of maintaining the privileged position of the white employees.

Then he went on to ask whether we in Canada, either from the union or from the religious point of view, were setting a proper example for these undeveloped countries; whether the impression of trade union and religious life in Canada that was being given to these countries was such as to make it attractive to them.

Mr. Millard asked the panel to consider, among other things, whether from the moral standpoint union action could be confined to the function of collective bargaining, and whether industrial relations in Canada were likely to be helpful or harmful as an example for industrial and democratic development abroad.

Panellists

Rabbi Solomon Frank emphasized the importance of certain values, having belief in God as their source, that must be lived up to, taken into our lives and translated into values of living. Regarding these eternal principles, such as the equality of man and the belief that blacks as well as whites were made in the image of God, there could be no compromise. Loyalty to these values, he insisted, lies at the basis of human relations.

Before we can improve our reputation abroad we must improve our behaviour at home; we cannot separate labour and religion, he said.

Mr. Brewin urged that the emphasis should be on those principles in which we all profess to believe, and on translating them into action, rather than on leadership and on the utterance of noble sentiments. He thought that both religious bodies and unions were afflicted by the temptation to allow themselves to become narrow, introverted and self-centred, with the result that they came to be mainly concerned with looking after their own interests.

He asked what religious leaders were doing to present the newly independent countries with a favourable view of democracy. Religious leaders were usually saying the right things about these matters, but there should be more emphasis on carrying out the principles they advocated.

Miss Kehoe said that labour and the churches should concern themselves with such social problems as unemployment, which should not be left hopefully to mend themselves. She thought that organized labour had been carrying out its responsibility regarding unemployment by urging measures for dealing with it.

With regard to the undeveloped countries, she suggested that in spite of our advantages we had something to learn from them. Our ways were not necessarily the best for them, and they should be allowed to shape their own destinies both in religious and in labour matters.

Group Spokesmen

Rt. Rev. E. S. Reed, Anglican Bishop of Ottawa, speaking for one of the discussion groups, said that his group thought there was a serious lack of communication between church and labour leaders. Some clergymen were inclined to look at the labour movement through the eyes of the public press instead of themselves becoming involved in union activities.

Referring to the common problem that church and union leaders have in getting their members out to meetings, he said there were today too many spectators, and too few who wanted to get involved. Bishop Reed sugegsted that what the Council was now doing on the national level should be translated to the local level.

Speaking for another group, Stanley Little, President, National Union of Public Service Employees, said that labour had put forward a definite program on social questions, but the church had not. For instance, the church had taken no stand on unemployment or on the health program in Saskatchewan.

Another group spokesman, Art Shultz, United Automobile Workers, said that for both the churches and the labour movement outside forces seemed to have taken over, and to be "reaching our people more than we do ourselves."

Sam Goodman, Canadian organizer for the Butchers, said that some clergymen took the stand that they could do more for the common people if they did not identify themselves with any group. He instanced one clergyman who said that if he publicly identified himself with labour he would not be so well able to collect money from the well-to-do to help the poor. Was it better to raise money or to stand on principle? He suggested that neutrality might result in refusing to do anything for anyone.

Religious groups that are taking an active part in the Council include The Anglican Church of Canada, The United Church of Canada, The Presbyterian Church of Canada, Baptist Federation of Canada, Canadian Unitarian Churches, The Mennonite Church, The Salvation Army in Canada, Student Christian Movement of Canada, and Canadian Jewish Congress.

Representatives of the Canadian Catholic Conference, the Canadian Lutheran Council, and The Pentecostal Assemblies of Canada have attended national meetings as observers.

Labour organizations participating in the work of the Council include: the Canadian Labour Congress, seven international unions, three national unions, three provincial federations, twenty labour councils, five joint councils, and sixty-six union locals.

Rev. D. A. Ellis, Anglican, Ottawa, said that in the parishes labour people did not speak up and make themselves known as labour people. Instead they left it to the clergy to speak for labour. His group had discussed the need for church and labour to take an interest in those not in the labour movement, e.g., the Eskimos.

Alvin Hamilton, National Union of Public Employees, said the consensus of his group was that if we were to export our way of life to other countries we must also export our principles. They agreed that collective bargaining had to do with the whole life of man.

Rev. M. A. Hughes, Anglican, Ottawa, agreed that church and labour were miles apart in communications. Labour said that the church was doing nothing about social questions, but things were said in church that were not heard by union men, maybe because they weren't there. Interdependence was good between unions in Canada, much less so between Canadian unions and those in the United States, and still less so as regards Canadian unions and those in other countries.

William Heath, United Steelworkers, spoke of the contrast between the economic position of members of different unions, instancing the steelworkers and the textile workers unions. He asked how workers in prosperous industries could help those in the less profitable industries and in other countries. He thought that the CLC had not enough power to bring about co-ordination between affiliated unions.

Murray Cotterill, United Steelworkers, agreed that the case discussed by the panel was a pretty good mirror of what sometimes characterized employer-employee relationships in this country, although some progress had been made here in this regard.

A brief presented to the Religion-Labour Council by the Building and Construction Trades Council of Toronto spoke of its concern that members of its affiliated unions be employed in the work of constructing the numerous churches, synagogues and other buildings being erected by religious organizations.

The brief suggested that "the church has the support and goodwill of all trade union members in the construction field, and therefore should reciprocate by instituting a policy of paying fair wages and complying with all other working conditions as is established in the community."

It was foolish to criticize what happened in Africa when industrial relations in Canada were often conducted in an atmosphere of "fear-motivated protectionism."

Victor Reuther

The present technical revolution is not merely a continuation of the old process of industrial change, and it has more serious implications, Victor Reuther told the convention in his address at the banquet.

The older change consisted of the substitution of mechanical power for manual effort, but the new revolution meant the substitution of mechanical judgment for human judgment, he said.

He emphasized the need for preparation to deal with the impact of these changes and for advance notice by managament of plans for extensive technological change. Firms sometimes objected that this would mean giving away trade secrets, but, he said, there was no such danger; it was merely a matter of accepting social obligations.

Severance pay, earlier retirement, and so on, were measures that only scratched the surface of the matter of displacement of manpower. Plans for retraining had in some cases proved disappointing. In the meat packing industry in the United States, where collective agreements had provided for retraining schemes, few had found jobs, after being trained, at the skill for which they had been trained.

It was not enough to say that the exercise of initiative would enable the unemployed to fit themselves into new positions. No amount of initiative would find jobs for the hard core of unemployment in Canada and the United States, Mr. Reuther contended.

Trade union sentiment in both countries was in favour of encouraging private enterprise to provide jobs by expansion, but if private enterprise failed to co-operate it would have to expect that the public sector would expand to take up the slack.

Recalling the "remarkable merging of religion and labour" in the early days of the trade union movement in Great Britain, by which the trade union movements of Canada and the United States had been greatly influenced, the speaker pointed to the deep roots of common interest between religion and labour.

In later stages of development, however, organizations begin to concern themselves with the preservation of institutionalism. The Christian church's most glorious hour had been when it was opposed to prevailing institutions, and the most glorious hour of the trade union movement had been when it was crusading on behalf of its opinions and principles.

The speaker regretted that the unions' preoccupation with institutionalism had drawn them away from their obligations to those outside the labour movement. He instanced the plight of migrant farm workers in the United States, largely deprived of opportunities for schooling for their children, of a sense of belonging to a community, and of other advantages enjoyed by most people in that country. The trade union movement must be roused out of its commitments to institutionalism to deal with these things, he said.

The shortage of material goods that hampered earlier generations no longer applied, and this has made it possible for us to think about being our brother's keeper, Mr. Reuther said.

CLC Names Assistant Director of Public Relations

The Canadian Labour Congress has announced the appointment of Laurent Chateauneuf, of East Templeton, Que., as assistant director of public relations.

Born and educated in Quebec City, Mr. Chateauneuf is a former sportswriter of the French newspaper *Le Soleil* and news editor of radio station CKCV, Quebec City. He moved to Ottawa in 1951 to work for *Le Droit* and, later, for the federal Government's translation service, where he was Parliamentary translator at the time of this appointment. He also participated for some time on the French network equivalent of CBC's News Roundup.

Sixth Annual Convention of the Quebec Federation of Labour (CLC)

Adopts two statements of principle, one rejecting separatism as the remedy for grievances of French Canadians, the other urging reform of educational system Reiterates confidence in labour unity, opposes stockpiling of nuclear weapons

(Translation)

The sixth annual convention of the Quebec Federation of Labour, held in Montreal from November 23 to 25, was highlighted by two statements of principles, one rejecting separatism as the remedy for the grievances of French Canadians, the other urging an important reform of the province's educational system.

Nearly 500 delegates, slightly fewer than at the 1960 meeting, attended the convention and unanimously re-elected Roger Provost as president for a sixth term.

The convention dealt with about 180 most varied resolutions.

In its statement of principles on separatism, the convention rejected this drastic step but insisted, however, on the necessity of reforming the Canadian constitution, especially in connection with the right to self-determination.

The statement of principles on education sounded a warning that weaknesses of the present educational system were a contributing factor in unemployment and insisted on the need to place the control of education in the hands of parents.

The delegates also reiterated their confidence in labour unity, expressed support of the New Democratic Party, rejected the stockpiling of nuclear warheads on Canadian soil, and called for public ownership of public services.

In his address at the opening of the convention, Mr. Provost insisted on the need for economic planning and called for the establishment of a superior council to carry out this purpose.

Donald MacDonald, Secretary-Treasurer of the Canadian Labour Congress, and T. C. Douglas, leader of the New Democratic Party, addressed the delegates. Other guest speakers were: Msgr. V. Bélanger, Auxiliary Bishop of Montreal; Edmond Hamelin, promayor of Montreal; and Léo Bérubé, Secretary of the Quebec Co-operation Council.

Among other guests were: Rev. Gérard Dion, Director of the Department of Industrial Relations, Laval University; William Dodge and Stanley Knowles, Executive Vice-Presidents of the CLC; and Thomas B. Ward, CLC Director of Federations and Councils.

The convention was opened by Louis Laberge of the International Association of Machinists in his capacity as President of the Montreal Labour Council.

President's Address

Roger Provost, President of the QFL, called for the holding of a federal-provincial conference as soon as possible for the setting-up of a superior council for economic planning.

Speaking at the opening session of the convention, Mr. Provost said that the first step toward full employment was the appointment of such a council at the top level, to which would be joined provincial and regional planning councils.

Mr. Provost said that "planning must be done by top-level authorities who, if necessary, must resort to coercive measures."

The QFL President emphasized that planning must exist for man and man must have a part in it. "Man needs economic and social security in order to pursue his purposes as an intelligent and social being. He must first obtain economic security, which is based on full employment at a reasonable wage."

Mr. Provost declared that in order to achieve full employment, immediate joint action at the two levels of government is essential. He accused the Ottawa and Quebec Governments of "passing the buck."

> We agree that in order to have full employment, planning must be done through co-operation of both governments. All efforts of the provincial authorities would be practically useless without joint and concerted effort on the part of the federal Government. Why would this not be possible? In Europe, some sovereign states have come to an understanding on planning, with a view to attaining common objectives . . . If this can be done [but isn't being done], there is ill-will or a lack of interest; if it cannot be done, then the only thing left for us to do is blow up Confederation.

Mr. Provost also insisted on the necessity for full social security. On this point he criticized the Premier of the province for refusing to co-operate with the Royal Commission on health established by the federal Government.

"It is deplorable that the head of the Province of Quebec, following in this matter the example of his predecessor, has invoked

the pretext of autonomy so as not to express the views of the people of this province to the Commission".

The President made a clear statement of the interest of the labouring class in the province's educational system. "It has already been amply shown that education is directly related to employment, since it is those with the smallest stock of knowledge who are the most liable to find themselves without work," he said.

It was the craftsman who was once in demand, but it is now the technician who is wanted, Mr. Provost said. He called for a reform at all school levels.

Besides requesting that education be made available to all and in the same degree, the QFL President reiterated that parents must, as citizens, share in deciding on the structures and the programs as well as in the rational development of the educational system. He also admitted as a principle that those citizens who are asking for non-denominational schools should not have a denominational training thrust upon their children.

In closing, Mr. Provost recalled that "to obtain a program of full employment, social security and free education, the province must, in the first place, reclaim possession of its natural, hydro-electric and other resources in order that the State of Quebec may exercise a greater control over the economic development of the province in order to make it work for the common good."

Donald MacDonald

Full employment is Canada's greatest national problem, said Donald MacDonald, Secretary-Treasurer of the Canadian Labour Congress, at the opening session of the convention.

Mr. MacDonald, representing CLC President Claude Jodoin, said that the nation's current unemployment was a blight on the country's ability to properly administer itself.

Stating that Canada has, through the medium of technology, the means to remedy this situation, he pointed out that the disgrace was even greater when illuminated by the fact that the problem has been solved in other countries, through democratic means.

The Secretary-Treasurer of the CLC pointed out that Germany has not only solved the problem of unemployment but suffers from a shortage of hands to the point where it is now looking toward Canada for manpower.

He called for the enactment of the one blueprint devised in Canada to solve the unemployment problem, that which is put forward by the CLC.

Turning to internal problems, Mr. MacDonald stated that the CLC has lost in numerical strength during the year. He revealed that the membership of the CLC declined by 12,000, from 1,459,000 in 1960 to 1,447,000 in 1961.

The membership of the CLC declined from 33.1 per cent of the labour force in 1956, at the time of the merger to 31.6 per cent in 1960. During that time the labour force increased from 4,085,000 to 4,578,000.

Mr. MacDonald urged the QFL "to go out and utilize all its strength to bring the message of free trade-unionism and the benefits of collective bargaining to the workers outside the CLC.

"We cannot correct the ills of this society by being a minority," he said.

Mr. MacDonald also called for new tactics, new methods "to further unionize the labour force" and a shift from blue to white collar workers.

Statement of Principles on Separatism

The QFL acknowledged "the legitimate grievances of French Canadian workers," but proposed to fight for their redress "without resorting to the separatism as a solution."

After a two-hour discussion in which 22 speakers took part, only three being opposed to the resolution, the delegates adopted almost unanimously the statement of principles on separatism proposed by the Executive Committee.

The statement specifies that the QFL intends to use every possible means to rehabilitate the provincial State of Quebec but still considers the Canadian Confederation to be "the most auspicious setting for the full development of French Canada."

The need was stressed, however, to "reorganize Confederation in its constitution and operation."

The statement recalls that Canada is made up of two nations, that it is of a bicultural character. It states that the right to self-determination is a "universally recognized democratic right."

On the other hand, the statement adds that provincial autonomy has often been used "as a smokescreen to hide the increasing transfer of the rights of the people of Quebec to foreign and native capitalists."

—Federal Photos, Montreal

Quebec Federation of Labour Executive for 1962—Officers elected at the Sixth Annual Convention were (left to right): André Thibodeau, Treasurer; John Purdie, Secretary; Roger Provost, President; and Jean Gérin-Lajoie and Edouard Larose, Vice-Presidents.

The statement points out that "secession might bring about a decline in the living standard, which would seriously compromise the cultural advancement of French Canada."

A great variety of arguments were submitted in favour of national unity, including the need for a strong and united Canada in the face of the economic power of the United States; the protection of the interests of French Canadians living outside the province; and the interests of workers as a factor of unity on the economic level.

The delegates in favour of national unity also stressed the need to repatriate and amend the constitution of Canada; the need for more understanding on the part of English speaking Canadians; the possibility of peaceful co-existence of the two nations that make up Canada; and the need to settle certain grievances of French Canadians.

The most vehement opposition to the statement of principles came from Mrs. Thérèse Dion of the Office Employees, who claimed that bilinguism was a dream. She urged the QFL not to sacrifice the full development of French Canada and to defend "the real interests" of French Canadians.

At the end of the discussion, only nine delegates out of five hundred opposed adoption of the statement of principles.

Statement of Principles on Education

The statement of principles on education adopted by the convention constitutes a "cry of alarm over the dead-end our educational institutions have reached."

Stating that the workers "also note that the striking weakness of the education given their children is one of the major factors in making them unemployed," the QFL demanded "speedy and thorough reforms aimed at placing control of education in the hands of the parents through the intermediary of those elected by the people."

The statement of principles, which bears on the availability, the control and the financing of education, requests:

—Equal rights for every child to all levels of education;

—Free education at all levels;

—Compulsory education up to the age of 16;

—Co-ordination by the Government of all components of the education system;

—Complete reorganization of the province's Council of Public Education;

—Reorganization of the Council into two committees, one French and one English, with denominational subcommittees;

—Freedom to establish local non-denominational school boards;

—Close control by a responsible Minister of public funds assigned to education;

—Statutory, uniform and socially just levying of taxes for educational purposes;

—Apportionment of monies collected for all regions on the basis of school age population.

In commenting on this statement, Jean Gérin-Lajoie, a QFL vice-president, protested that "the clergy takes it upon itself to represent the parents" on the Council of Public Education.

"I claim the right to elect my representatives and to say how my money will be spent," he said.

The chairman of the Committee on Education, Fernand Daoust, stressed the fact that the workers wish to have the present Council abolished as it is not democratic. "Moreover," he said, "we hold that it is responsible for the present bad state of education in Quebec."

Mr. Daoust added that we must safeguard the freedom of education as well as the freedom of belief.

Amendments to Constitution

The convention adopted many amendments to the constitution, the most important of which originated in the increased political activity of the labour movement.

The convention decided that the President and the Secretary of the QFL cannot be members of the Executive Committee of any political party.

On the other hand, the section dealing with the aims of the Federation was amended to provide that, while protecting the independence of the labour movement from all political subjection, the Federation must "encourage local unions to urge their members to militate in favour of the New Democratic Party and to support it financially by joining it singly or in groups."

The suggestion that the convention of the QFL be made biennial instead of annual led to a rather lengthy debate which revealed that the members were widely divided on this issue.

The Executive Committee was instructed to carry out, during the year, a thorough study of the problem based on a survey of the member unions and to submit a specific resolution on this matter next year.

The seriousness of the problem lies in the fact that annual meetings of the convention are becoming very expensive, a fact that seems to be borne out by a decrease in the number of delegates, which was of 12 per cent this year in spite of a larger membership.

Committee on Human Rights

At the suggestion of its committee on human rights, the QFL was urged by the convention to request the provincial Government to enact legislation against racial discrimination and in favour of fair employment practices.

The convention also asked the federal Minister of Labour to appoint an advisory committee to supervise the enforcement of the Canada Fair Employment Practices Act as it relates to Quebec industries coming under federal jurisdiction.

The committee also announced that an investigation into the Montreal housing situation revealed that owners of apartment houses were practising racial discrimination in 20 per cent of all cases. The report on this investigation will soon be made public.

Resolutions

The three-day convention was faced with some 180 resolutions.

Political Action

The question of political action and of the support given by the labour movement to the New Democratic Party was not debated.

The convention did, however, adopt a resolution in which the QFL reiterated its support of the NDP, urged all member unions to join the NDP forthwith and recommended that individual members join the party.

Labour Unity

The delegates once more stated their belief in labour unity and their desire to put an end to the division in the Quebec Labour movement. A resolution instructed the Executive committee to "take all the possible and necessary steps" to achieve labour unity in the province.

Natural Resources

The natural resources of the province constitute a wealth belonging by right to the people, and one to be exploited to their advantage, declared a resolution that requested the provincial Government to increase the royalties paid by firms that exploit those natural resources and to implement a policy favourable to the processing of the province's natural resources "while taking into account the economic and social interests of all the people."

Older Workers

With a view to putting an end to discrimination against older workers, the Federation urged the federal Government not to award any contract to a firm that practices such discrimination, requested the provincial Government to enact legislation against all discrimination in employment by reason of age, and asked the owners of newspapers to refuse to publish any advertisement for employment when an age limit is mentioned.

Nuclear Weapons

The delegates went on record against stockpiling of nuclear weapons on Canadian soil. The adopted resolution held that to do this would implicate Canada in a war between the United States and the U.S.S.R., and expose it to total destruction. It urged also that Canada follow a foreign policy distinct from that of the United States.

Quebec House

One of the most debated resolutions, which was in the end rejected, dealt with the establishment of so-called Quebec Houses in various countries. Although favourable to the establishment of the Quebec General Delegation in Paris, the delegates were opposed to extension of this policy.

Other Resolutions

Among the other resolutions adopted, mostly without discussion, some requested:

—Public ownership of the Quebec Hydro and other public services in the province;

—Establishment of a complete health insurance plan as soon as possible;

—Union representation on the boards of federations of charitable organizations;

—An amendment to the criminal code to allow provinces to operate sweepstakes, the income from which would serve to finance social legislation;

—Taking of the necessary steps to purify the streams of the province;

—A study of the problem of air pollution;

—Reverting to provincial income tax exemption levels of prior to February 1961, that is, $1,500 for single persons and $3,000 for married persons;

The teaching of trade unionism in schools and colleges;

—Consolidation of social legislation;

—Increase of old age and blind persons pensions;

—Promotion of the tourist industry;

—Legalization of the sale of apple cider;

—Strict application of the provisions of the law dealing with the age of customers in taverns and other liquor outlets;

—Establishment of a motor vehicle insurance plan similar to the one in force in Saskatchewan;

—Adoption of equal wage for equal work legislation;

—Increase of the minimum wage to $1.25 an hour;

—Appointment of a commission to study the problem of workers displaced by automation and technological changes;

—Restoration of the right to strike to all workers, including the civil servants; and

—Proclamation of a "Union Label Week" during the week in which Labour Day falls.

Election of Officers

Roger Provost, of the United Textile Workers of America, was unanimously re-elected for a sixth term as president of the QFL.

The other members of the Board are as follows: Edouard Larose, International Brotherhood of Carpenters and Joiners, first general vice-president; Jean Gérin-Lajoie, United Steelworkers of America, second general vice-president; John Purdie, Tobacco Workers' International Union, secretary; and André Thibodeau, National Union of Public Service Employees, treasurer, in succession to Adrien Gagnier.

The delegates also selected six industrial vice-presidents and nine district vice-presidents.

Industrial vice-presidents: Fernand Daoust, manufacturing industries; Jean-Paul Ménard, wood, paper and construction; Maurice Silcoff, textiles; Henri Desroches, transport and transport equipment; Roland Goedike, foodstuffs; and Gérard Poirier, mines and metallurgy.

The following are the district vice-presidents: René Mondou, André Thibodeau and Aldo Caluori, Montreal; Robert Labrie, Northern Quebec; Benoît Laviolette, Gatineau and Laurentians; Jean Philip, South Shore and Eastern Townships; Oscar Longtin, Southern Quebec; J.-B. Hurens, Quebec; and J.-A. Hurens, St. Maurice.

Latest Labour Statistics

(Latest available statistics at February 15, 1962)

Principal Items	Date	Amount	Percentage Change From Previous Month	Percentage Change From Previous Year
Manpower				
Total civilian labour force (a) (000)	Jan. 13	6,409	− 1.3	+ 0.2
Employed (000)	Jan. 13	5,864	− 3.6	+ 2.8
Agriculture (000)	Jan. 13	575	− 4.0	− 1.7
Non-agriculture (000)	Jan. 13	5,289	− 3.5	+ 3.3
Paid workers (000)	Jan. 13	4,786	− 3.8	+ 2.8
At work 35 hours or more (000)	Jan. 13	5,039	− 2.6	N.A.
At work less than 35 hours (000)	Jan. 13	677	− 12.0	N.A.
Employed but not at work (000)	Jan. 13	148	+ 6.5	N.A.
Unemployed (000)	Jan. 13	545	+ 32.0	− 21.4
Atlantic (000)	Jan. 13	84	+ 31.3	0.0
Quebec (000)	Jan. 13	179	+ 38.8	− 28.1
Ontario (000)	Jan. 13	149	+ 31.9	− 26.2
Prairie (000)	Jan. 13	75	+ 23.0	− 7.4
Pacific (000)	Jan. 13	58	+ 26.1	− 24.7
Without work and seeking work (000)	Jan. 13	506	+ 29.7	− 19.7
On temporary layoff up to 30 days (000)	Jan. 13	39	+ 69.6	− 38.1
Industrial employment (1949 = 100)	Novem.	121.6	− 1.1	+ 1.6
Manufacturing employment (1949 = 100)	Novem.	111.0	− 1.0	+ 2.7
Immigration	Year 1961	71,689	—	− 31.2
Destined to the labour force	Year 1961	34,809	—	− 35.0
Strikes and Lockouts				
Strikes and lockouts	January	40	− 4.8	+ 90.5
No. of workers involved	January	9,174	− 58.4	+ 291.0
Duration in man days	January	85,420	− 38.7	+ 203.6
Earnings and Income				
Average weekly wages and salaries (ind. comp.)	Novem.	$78.84	− 0.2	+ 3.2
Average hourly earnings (mfg.)	Novem.	$1.84	0.0	+ 2.8
Average hours worked per week (mfg.)	Novem.	41.1	− 0.3	+ 1.2
Average weekly wages (mfg.)	Novem.	$75.66	0.0	+ 3.9
Consumer price index (1949 = 100)	January	129.7	− 0.1	+ 0.4
Index numbers of weekly wages in 1949 dollars (1949 = 100)	Novem.	139.7	− 0.1	+ 3.8
Total labour income $000,000	Novem.	1,657	− 1.4	+ 5.3
Industrial Production				
Total (average 1949 = 100)	Decem.	174.1	− 5.7	+ 9.1
Manufacturing	Decem.	151.9	− 7.2	+ 8.8
Durables	Decem.	147.3	− 6.1	+ 10.0
Non-durables	Decem.	155.8	− 7.9	+ 7.8

(a) Distribution of these figures between male and female workers can be obtained from *Labour Force*, a monthly publication of the Dominion Bureau of Statistics. See also page 275.

Employment and Unemployment, January

Employment declined seasonally between December and January. But at the same time an unusually large number of workers withdrew from the labour market, so that the rise in unemployment was smaller than in comparable periods of recent years.

The estimated labour force in January was only 13,000 higher than a year earlier. Employment was 161,000 higher and unemployment 148,000 lower than a year ago.

Employment

Employment decreased by 218,000 to 5,864,000 between December and January. Seasonal declines in agriculture, forestry, construction and trade accounted for nearly three quarters of the decrease; manufacturing was responsible for most of the remainder.

Of the estimated 5,864,000 employed, 4,212,000 were men and 1,652,000 women. Corresponding figures for December were 4,371,000 and 1,711,000.

Employment in agriculture was estimated at 575,000 and in non-farm industries, at 5,289,000.

The increase in employment over the January 1961 estimate was 161,000, or 2.8 per cent. In non-agricultural industries, the increase was 3.3 per cent; the major part of this gain was in the service and manufacturing industries. Construction employment in January was 4 per cent higher than a year earlier.

The demand for male workers strengthened noticeably over the year. In January the number of men engaged in non-farm employment was 3.8 per cent higher than in January 1961.

Employment was higher than a year earlier in all regions*. Gains varied from a little over 1 per cent in the Atlantic region to almost 5 per cent in Quebec.

The employment situation in Quebec has strengthened considerably during the past few months, particularly in manufacturing and the service industries. In other regions the improvement has been more gradual.

Unemployment

Between December and January unemployment continued to rise more slowly than usual. An estimated 545,000 were unemployed in January, 132,000 more than in December but 148,000 fewer than in January 1961.

The current figure represents 8.5 per cent of the labour force compared with 10.8 per cent a year earlier. A month earlier the unemployment total was 6.4 per cent of the labour force.

The unemployment rate was lower than last year in all regions. Quebec, Ontario, and British Columbia showed marked improvement.

Almost all of the year-to-year decrease in unemployment was among men. Unemployment rates were substantially lower than last year for men in all age groups.

Some 476,000 of the unemployed in January were men. Of these, 132,000 were under 25 years of age, 204,000 were 25 to 44, and 140,000 were 45 and over. About 292,000, or 60 per cent, were married.*

An estimated 69,000 women were unemployed in January. Of these, 35,000 were under 25 years of age, 20,000 were 25 to 44, and 14,000 were 45 or over. Some 26,000, or 38 per cent, were married.

Of the 545,000 unemployed, 506,000 were without work and seeking work and 39,000 were on temporary layoff. Of those without work and seeking work, 484,000 were seeking full-time work and 22,000 part-time work.

Of the unemployed in January, 74 per cent had been unemployed for three months or less; 14 per cent were unemployed for four to six months; and 12 per cent were unemployed for longer than six months. All of the decrease in unemployment over the year was among those unemployed for six months or less.†

Atlantic

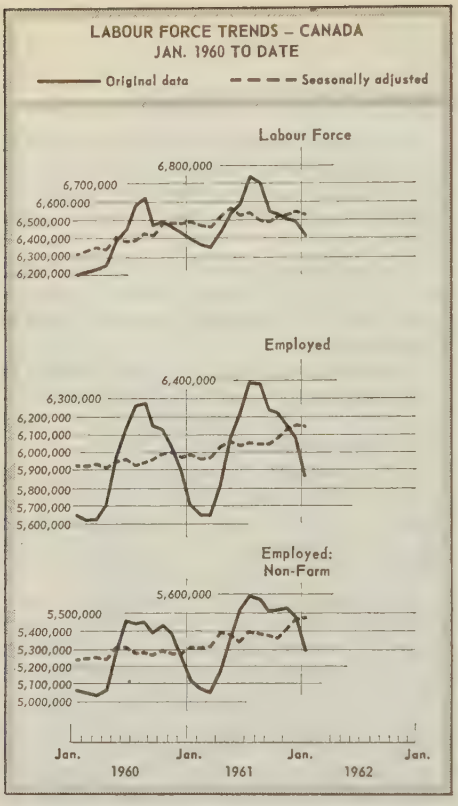
Employment in the Atlantic region declined by an estimated 42,000 between December and January. Almost all of the decrease was in seasonal industries.

The construction industry, which was unusually active during early December, showed a marked drop in January. Forestry employment decreased seasonally as pulpcutting operations were completed in many areas. There was the usual small employment decline in trade as temporary workers hired for the Christmas season were released. Seasonal layoffs occurred in food processing plants but elsewhere in manufacturing, employment was unchanged during the month.

*See Table A-1, page 250.

*See Table A-2, page 250.

†See Table A-3, page 252.



Unemployment in January was 14.7 per cent of the labour force compared with 14.9 per cent a year earlier.

In January, employment was a little higher than a year earlier; increases in forestry, service and construction were partly offset by decreases in transportation and trade. Manufacturing employment showed little year-to-year change, although individual industries showed a mixture of gains and losses. The shipbuilding industry experienced a marked improvement. On the other hand, the iron and steel industries operated at substantially lower levels than the year before.

In the week ended January 13, the Atlantic labour force was estimated at 571,000, down from 593,000 in December but slightly higher than in January 1961. Employment was estimated at 487,000 and unemployment at 84,000.

Quebec

Employment in the Quebec region declined by 62,000 between December and January. Forestry employment dropped as pulp cutting was completed in most areas. Employment in construction and trade also showed a seasonal decline.

Activity in the service industry and certain parts of manufacturing continued to strengthen. The primary textile and leather goods industries in particular, which usually decline at this time of year, continued operating at high levels.

A small layoff occurred in the aircraft industry, but employment in shipbuilding was maintained at a higher level than last year. A backlog of orders kept the Montreal shipyards particularly busy.

Unemployment in January was 10.0 per cent of the labour force compared with 13.9 per cent a year earlier.

Employment rose by 72,000 over January 1961; service and manufacturing industries accounted for most of the increase.

The improvement in manufacturing was fairly widespread, involving consumer durables and non-durables and, to a lesser extent, the capital goods industries. Primary textiles, leather goods, certain iron and steel products, and shipbuilding continued to show marked year-to-year increases. All service-producing industries, with the exception of trade, improved their positions over the year.

Forestry employment continued at a lower level than the year before, and construction employment showed little change from a year earlier.

In the week ended January 13, the Quebec labour force was estimated at 1,795,000; this was little changed from the estimates a month and a year earlier.

Employment was estimated at 1,616,000, down 62,000 from December but up 72,000 from the year-earlier estimate.

Unemployment was estimated at 179,000, which figure was 50,000 higher than December's but 70,000 lower than that of January 1961.

Ontario

Employment in Ontario decreased by an estimated 62,000 between December and January, mainly as a result of declines in construction, trade and manufacturing. Relatively stable employment was maintained in other industries.

Most of the layoffs in manufacturing were seasonal and of short duration. Employment continued to expand in a number of industries, particularly in the production of primary metals, basic materials and most consumer goods.

Unemployment in January was 6.3 per cent of the labour force, compared with 8.5 per cent a year earlier.

Employment in non-farm industries was 51,000 higher than a year earlier; farm employment declined by 10,000. Most of the gain in non-farm employment was distributed among manufacturing, trade, and

service; in mining and transport, employment declined. Construction employment was about the same as a year earlier, although a considerably larger number of projects were underway in both residential and non-residential construction.

In the week ended January 13, the Ontario labour force was estimated at 2,360,000, employment at 2,211,000 and unemployment at 149,000. The unemployment estimate was 36,000 higher than in December but 53,000 lower than in January 1961.

Prairie

Employment in the Prairie region decreased by 37,000 between December and January, an average decline for this time of the year.

Stockyards and packing plants remained very active but steel fabricating and sheet-metal shops and building paper plants continued operating at relatively low levels.

The construction industry remained fairly active, and mining employment increased. Employment in trade and service declined seasonally.

Unemployment in January was 6.8 per cent of the labour force, compared with 7.5 per cent a year earlier.

Employment in January was higher than a year earlier. Most of the 26,000 increase took place in construction, trade and manufacturing. Residential and industrial construction showed the most marked improvement over the year. Employment in mining was up over last year as a result of an increase in metal mining.

In the week ended January 13, the Prairie labour force was estimated at 1,106,000, employment at 1,031,000 and unemployment at 75,000. The unemployment figure was 14,000 higher than in December but 6,000 lower than in January 1961.

Pacific

Employment in the Pacific region declined seasonally between December and January. The decline occurred mainly in forestry and trade, and, to a lesser extent, in manufacturing.

The demand for lumber continued strong but heavy snowfalls and cold weather curtailed logging operations in some areas, resulting in a decrease in forestry employment. Saw and planing mills generally maintained a high level of activity, although a few mills had to close because of heavy snowfall.

There was some evidence of employment strengthening in the iron and steel products industry, particularly in machine shops. Output of non-ferrous metal products continued at about the same level as during the previous month.

Adverse weather conditions resulted in a further small decline in construction employment.

Unemployment in January was 10.1 per cent of the labour force compared with 13.3 per cent a year earlier.

Employment increased by 16,000 over the year; the service-producing industries accounted for most of the advance.

Continuing strong demands for forestry products, both for export and domestic use, resulted in a considerable increase in forestry employment also. Manufacturing employment was about the same as a year earlier, although job opportunities were more plentiful in several industries, especially in shipbuilding.

Shipments of lumber and wheat to Asia continued to keep employment in transportation at a higher level than the previous year.

In the week ended January 13, the labour force was estimated at 577,000, little changed from a month and a year earlier. Employment was estimated at 519,000, down 15,000 from December but up 16,000 from January 1961. Unemployment, at 58,000, was up 12,000 from December but down 19,000 from January 1961.

—Prepared by D.B.S. and Department of Labour.

LABOUR MARKET CONDITIONS

Labour Market Areas	Labour Surplus				Approximate Balance	
	1		2		3	
	January 1962	January 1961	January 1962	January 1961	January 1962	January 1961
Metropolitan	8	11	4	1	.....	.....
Major Industrial	15	21	11	5	.....	.....
Major Agricultural	6	11	8	3	.....	.....
Minor	36	49	21	8	1	1
Total	65	92	44	17	1	1

CLASSIFICATION OF LABOUR MARKET AREAS—JANUARY 1962

—	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group 1	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)	Calgary EDMONTON ← Hamilton Quebec-Levis St. John's Vancouver-New Westminster Windsor Winnipeg	Halifax Montreal Ottawa-Hull Toronto		
MAJOR INDUSTRIAL AREAS (labour force 25,000-75,000; 60 per cent or more in non-agricultural activity)	Brantford Corner Brook Cornwall Fort William-Port Arthur Farnham-Granby Joliette Lac St. Jean Moncton New Glasgow Niagara Peninsula PETERBOROUGH ← Shawinigan Sherbrooke Sydney Trois Rivieres	Guelph Kingston Kitchener LONDON ← Oshawa Rouyn-Val d'Or Saint John Sarnia Sudbury Timmins-Kirkland Lake Victoria		
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more in agriculture)	Charlottetown Lethbridge Prince Albert Riviere du Loup Thetford-Lac Megantic-St. Georges Yorkton	Barrie Brandon Chatham Moose Jaw North Battleford Red Deer Regina Saskatoon		
MINOR AREAS (labour force 10,000 to 25,000)	Bathurst BEAUHARNOIS ← Bracebridge Bridgewater Campbellton Chilliwack CRANBROOK ← Dauphin Edmundston Gaspe Grand Falls KAMLOOPS ← KENTVILLE ← LINDSAY ← MEDICINE HAT ← Montmagny Newcastle Okanagan Valley OWEN SOUND ← PEMBROKE ← Portage la Prairie PRINCE GEORGE-QUESNEL ← Prince Rupert Quebec North Shore Rimouski Ste Agathe-St. Jerome St. Stephen SAULT STE MARIE ← Sorel Summerside TRAIL-NELSON ← Truro Valleyfield Victoriaville Woodstock, N.B. Yarmouth	Belleville-Trenton Brampton CENTRAL VANCOUVER ISLAND → Dawson Creek Drumheller Drummondville Fredericton Galt Goderich Lachute-Ste Therese Listowel North Bay St. Hyacinthe St. Jean St. Thomas Simcoe STRATFORD ← Swift Current Walkerton Weyburn WOODSTOCK-TILLSONBURG ←	Kitimat	

→ The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 275.

Collective Bargaining in January

During January, negotiations between the **United Auto Workers** and **Ford Motor Company of Canada** produced a three-year agreement embodying terms similar to those of the General Motors settlement reached in December. The new Ford agreement, ratified by the union membership after a brief strike, covers approximately 7,500 employees at plants in Windsor, Oakville, North York and Crowland.

The parties agreed to a basic minimum increase of 18 cents an hour over the three-year period based on the annual improvement factor formula (yearly increases of 6 cents an hour or 2½ per cent, whichever is greater), continuation of the cost-of-living allowance formula (1-cent-an-hour increase for each 0.6-point change in the consumer price index), an increase in shift premiums, and the upgrading of certain job classifications.

The new contract provides for increases in basic pensions, S.U.B. and group life insurance. The company also agreed to assume 50 per cent of the cost of hospital and medical coverage for pensioners. In addition, higher separation pay was granted and the qualifying period for full vacation pay was reduced. Supplementary pensions, jury duty pay and a relocation allowance plan were new features in the agreement.

Negotiations continued between the **United Auto Workers** and **Chrysler,** and between the union and **Massey-Ferguson,** where negotiations had been in progress since the fall. In both disputes a conciliation board met briefly with the parties but decided that its efforts would not be helpful. A strike deadline at Chrysler was then set for February 16, and at Massey-Ferguson for February 2.

In the steel industry, separate three-year agreements were signed by the **Steelworkers** and the various **Steel Company of Canada** plants in Ontario and Quebec. The settlements provided for an initial wage increase of 4½ cents an hour and a further increase of 5 cents an hour in 1963, and raised the increment between job classes from 6 cents to 6½ cents.

Improved fringe benefits formed a major part of the Stelco settlements. The pension formula was amended to provide for $3.15 (formerly $3) a month per year of service and the compulsory retirement age is to be reduced progressively from 70 to 68. Group life insurance was increased from $3,500 to $5,000, and provision was made for paid-up insurance of $1,500 (formerly $1,250) for employees on retirement.

Furthermore, it was agreed that the P.S.I. Blue Plan would be adopted for employees and all pensioners, with major medical insurance coverage for all employees. Comparable medical coverage is to be granted to employees in Quebec, where P.S.I. plans are not available. The weekly indemnity for accident or sickness was increased from $35 to $50.

Under the previous agreement, employees with 3 to 14 years of service had been entitled to two weeks vacation; now employees with 11 to 14 years of service will receive one additional day of vacation for each year of service after 11 years up to a maximum of four extra days for employees with 14 years of service.

During the month, a seven-week strike in the Ontario car-carrying industry was brought to an end when the **Teamsters** and the **Motor Transport Industrial Relations Bureau** concluded a three-year agreement that increased basic wages by 6 cents an hour for each year of the agreement; for skilled mechanics, wage increases of 7 cents an hour per year were negotiated.

A jointly-administered, company-financed welfare plan was set up to replace the Ontario Teamsters' Welfare Fund; this had been a key issue during negotiations. The companies agreed to contribute $16 a month per employee to the new fund in place of the $8 they had been contributing to the union-administered Ontario Teamsters' Welfare Fund.

In addition, a jointly-administered pension fund was established, to which the companies and employees will make equal contributions. The fund is to be administered by three company representatives, three union representatives and a chairman from a trust company.

In British Columbia, the **Teamsters** concluded a three-year agreement with the **Motor Transport Labour Relations Council,** providing about 1,250 employees with a wage increase of 7 cents an hour from April 1962 and a further 8 cents from January 1963; the employees in turn are to contribute 7 cents an hour of their wage increase to a pension plan.

Within two weeks after opening negotiations, the **Fire Fighters** and the **City of Toronto** reached a two-year agreement affecting 1,195 fire fighters that provided

for wage increases of 3½ per cent effective April 1, 1962, and a further 3 per cent effective April 1, 1963.

Major Settlements in 1961

During 1961, negotiations for new collective agreements affecting bargaining units of 500 or more employees led to 214 major settlements, covering approximately 465,000 workers. As in previous years, about 80 per cent of these agreements were for periods of two years or less.

In 1961, one-year agreements amounted to 40 per cent of the collective agreements negotiated. Of this group, slightly more than one quarter granted wage increases in the range of 0.1 to 4.9 cents an hour, and nearly half provided for increases in the range of 5 to 9.9 cents an hour.

Two-year agreements made up 38 per cent of the major settlements signed during the year. More than one third of these agreements provided for wage increases in the 5 to 9.9 cents an hour range, and almost an equal proportion granted increases of 10 to 14.9 cents an hour over the life of the agreements.

The year's negotiations produced 35 major agreements of three years' duration; these constituted less than 10 per cent of all settlements. Wage increases of between 15 and 19.9 cents an hour were the most frequent in the three-year agreements.

Nearly 50 per cent of the major collective agreements signed in 1961, covering some 154,000 employees, were in manufacturing. As in 1960, the major agreements in the paper products industry were the largest single group of agreements signed in the manufacturing sector: a total of 27 agreements covering approximately 43,000 workers. Of these, 21 were for a period of one year, and four were for a term of two years.

In the transportation equipment industry, 15 major agreements covering approximately 28,000 workers were negotiated in 1961. Over half of the workers affected were employees at seven General Motors plants, where a three-year contract was signed. The shipbuilding industry concluded 10 agreements covering nearly 9,000 workers; most of these settlements were of two years duration.

In the electrical products industry, 11 agreements covering approximately 21,000 employees were signed; in this group, Northern Electric signed three one-year agreements and Canadian General Electric, four three-year contracts. In iron and steel manufacturing, 12 agreements covering approximately 15,000 workers were negotiated; the largest bargaining unit involved was the 6,000 workers at Algoma Steel, where a three-year agreement was concluded. In the aluminum industry, five agreements were signed, four of which covered approximately 8,600 employees of the Aluminum Company of Canada. In the rubber industry, nine agreements affecting some 9,000 workers were concluded during the year.

The services sector ranked second to manufacturing in the number of major collective agreements negotiated. In 1961, the 79 settlements in this sector amounted to 37 per cent of the total major agreements and covered approximately 246,000 workers. Municipalities were parties to 20 such agreements, more than half of them being of two-year duration and the rest having a term of one year. In various hospitals across Canada, the wages of 13,000 non-professional employees were increased in 11 settlements; most of these were for terms of one to two years. In the retail trade sector, there were eight agreements covering more than 10,000 workers, who are employed mainly by food distributors.

In the transportation industry, 15 collective agreements were signed. They affected approximately 138,000 workers, of whom the non-operating railway employees, numbering 110,000, formed the majority. Municipal transportation systems in Toronto and Winnipeg concluded collective agreements of two years' duration, and the Montreal Transportation Commission signed a three-year contract during the year.

Tables on page 276 show the wage settlements in agreements signed during the second half of 1961 and during the entire year.

Collective Bargaining Scene

Agreements covering 500 or more employees, excluding those in the construction industry

PART I—Agreements Expiring During February, March and April

(Except those under negotiation in January)

Company and Location	Union
Abitibi Power & Paper & subsids., Que., Ont. & Man.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Acme, Borden's & other dairies, Toronto, Ont.	Teamsters (Ind.)

Company and Location	Union
Alta. Govt. Telephones	I.B.E.W., (AFL-CIO/CLC) (traffic empl.)
Aluminum Co., Kingston, Ont.	Steelworkers (AFL-CIO/CLC)
Assn. des Marchands Detaillants, (Produits Alimentaires), Quebec, Que.	Commerce Empl. Federation (CNTU)
B.C. Hotels Assn., Vancouver, B.C.	Hotel Empl. (AFL-CIO/CLC)
B.C. Telephone & subsidiaries	B.C. Telephone Wkrs. (Ind.)
Burns & Co. (Eastern), Kitchener, Ont.	Packinghouse Wkrs. (AFL-CIO/CLC)
Can. Iron Foundries, Three Rivers, Que.	Moulders (AFL-CIO/CLC)
Canada Packers (8 plants), Canada-wide	Packinghouse Wkrs. (AFL-CIO/CLC)
Collingwood Shipyards, Collingwood, Ont.	CLC-chartered local
Dom. Engineering Works, Lachine, Que.	Machinists (AFL-CIO/CLC)
Dunlop Canada, Toronto, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
DuPont of Canada, Kingston, Ont.	Mine Wkrs. (Ind.)
East. Can. Newsprint Grp., Que. & N.S.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
E. B. Eddy, Hull, Que.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Electric Auto-Lite, Sarnia, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Electro Metallurgical, Welland, Ont.	U. E. (Ind.)
Fisheries Assn., B.C.	United Fishermen (Ind.) (tendermen)
Fisheries Assn. & Cold Storage Cos., B.C.	United Fishermen (Ind.) & Native Brotherhood (Ind.) (shore wkrs.)
Falconbridge Nickel, Falconbridge, Ont.	Mine, Mill and Smelter Wkrs. (Ind.)
Food stores, (various), Vancouver, Victoria, & New Westminster, B.C.	Retail Clerks (AFL-CIO/CLC)
Fur Mfrs. Guild, Montreal, Que.	Butcher Workmen (AFL-CIO/CLC)
Great Lakes Paper, Fort William, Ont.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Hotel Chateau Frontenac, (CPR), Quebec, Que.	Railway, Transport & General Wkrs. (CLC)
Hotel Empress, (CPR), Victoria, B.C.	Railway, Transport & General Wkrs. (CLC)
John Inglis, Toronto, Ont.	Steelworkers (AFL-CIO/CLC)
International Harvester, Hamilton, Ont.	Steelworkers (AFL-CIO/CLC)
Kimberley-Clark Paper, Terrace Bay, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC), I.B.E.W. (AFL-CIO/CLC)
K.V.P. Company, Espanola, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & I.B.E.W. AFL-CIO/CLC)
Manitoba Hydro	I.B.E.W. (AFL-CIO/CLC)
Marathon Corp., Marathon, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Montreal General Hospital, Montreal, Que.	Service Empl. Federation (CNTU)
Ont.-Minnesota Paper, Fort Frances & Kenora, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Ontario Paper, Thorold, Ont.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Philips Electronics, Toronto, Ont.	I.B.E.W. (AFL-CIO/CLC)
Power Super Markets, Toronto, Hamilton, Oshawa, Ont.	Butcher Workmen (AFL-CIO/CLC)
Price Bros., Kenogami & Riverbend, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Price Bros., Dolbeau, Kenogami & Shipshaw, Que.	Woodcutters, Farmers Union (Ind.)
Provincial Paper, Thorold, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Quebec City, Que.	Municipal & School Empl. Federation (Ind.) (inside empl.)
City of Quebec, Que.	Municipal & School Empl. Federation (Ind.) (outside empl.)
Que. North Shore Paper, Baie Comeau, Que.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. AFL-CIO/CLC)
Ready-mix concrete (4 cos.), Toronto, Ont.	Teamsters (Ind.)
Sask. Government	Sask. Civil Service (Ind.) (labour services)
Shawinigan Chemicals, Shawinigan, Que.	CNTU-chartered local
Steep Rock Mines, Steep Rock Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Swift Cdn., (6 plants), Canada-wide	Packinghouse Wkrs. (AFL-CIO/CLC)
Toronto City, Ont.	Fire Fighters (AFL-CIO/CLC)
Toronto City, Ont.	Public Empl. (CLC) (inside empl.)
Toronto City, Ont.	Public Empl. (CLC) (outside empl.)
Toronto Metro. Municipality, Ont.	Public Empl. (CLC) (inside empl.)
Toronto Metro. Municipality, Ont.	Public Empl. (CLC) (outside empl.)

PART II—Negotiations in Progress During January

Bargaining

Anaconda American Brass, New Toronto, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Asbestos Corp. & others, Thetford Mines, Que.	Mining Empl. Federation (CNTU)
Auto dealers, garages, (various), Vancouver, B.C.	Machinists (AFL-CIO/CLC)
Automatic Electric, Brockville, Ont.	I.U.E. (AFL-CIO/CLC)
Avro & Orenda Engines, Malton, Ont.	Machinists (AFL-CIO/CLC) (salaried empl.)
Babcock-Wilcox & Goldie-McCulloch, Galt, Ont.	Nat. Council of Cdn. Labour (Ind.)
B.C. Electric, company-wide	Office Empl. (AFL-CIO/CLC)
Brewers' Warehousing, province-wide, Ont.	Brewery Wkrs. (AFL-CIO/CLC)
Building material suppliers, Vancouver & Fraser Valley, B.C.	Teamsters (Ind.)

Company and Location	Union
Burns & Co. (6 plants), Western Canada	Packinghouse Wkrs. (AFL-CIO/CLC)
Calgary General Hospital, Calgary, Alta.	Public Empl. (CLC)
Can. Steamship Lines, Ont. & Que.	Seafarers (AFL-CIO)
Cdn. Canners, Vancouver, Penticton & Ashcroft, B.C.	Packinghouse Wkrs. (AFL-CIO/CLC)
Cdn. Celanese, Sorel, Que.	Textile Wkrs. Union (AFL-CIO/CLC)
Cdn. Industries Ltd., Millhaven, Ont.	Oil Wkrs. (AFL-CIO/CLC)
Cdn. Johns-Manville, Asbestos, Que.	Mining Empl. Federation (CNTU)
Cdn. Marconi, Montreal, Que.	Salaried Empl. Assn. (Ind.)
Cdn. Steel Foundries, Montreal, Que.	Steel & Foundry Wkrs. (Ind.)
Clothing Mfrs. Assn., Quebec, Farnham & Victoriaville, Que.	Clothing Wkrs. Federation (CNTU)
Cluett Peabody, Kitchener & Stratford, Ont.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
C.N.R., C.P.R., other railways, system-wide	15 unions (non-operating empl.)
Consolidated Mining & Smelting, Kimberley & Trail, B.C.	Mine, Mill & Smelter Wkrs. (Ind.)
Dairies (various), Vancouver & New Westminster, B.C.	Teamsters (Ind.)
Dominion Glass, Hamilton, Ont.	Glass & Ceramic Wkrs. (AFL-CIO/CLC)
Dom. Structural Steel, Montreal, Que.	Mine Wkrs. (Ind.)
Donahue Bros., Clermont, Que.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Dosco, Cdn. Bridge, Walkerville, Ont.	Steelworkers (AFL-CIO/CLC)
Dosco (Wabana Mines), Bell Island, Nfld.	Steelworkers (AFL-CIO/CLC)
Dow Brewery, Montreal & Quebec, Que.	Brewery Wkrs. (AFL-CIO/CLC)
Eastern Can. Stevedoring, Halifax, N.S.	Railway Clerks (AFL-CIO/CLC)
Edmonton City, Alta.	I.B.E.W. (AFL-CIO/CLC)
Edmonton City, Alta.	Public Empl. (CLC) (clerical empl.)
Eldorado Mining, Eldorado, Sask.	Mine, Mill & Smelter Wkrs. (Ind.)
Firestone Tire & Rubber, Hamilton, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Ford of Canada, Windsor, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Fry-Cadbury, Montreal, Que.	Bakery Wkrs. (CLC)
Garment Mfrs. Assn., Winnipeg, Man.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Glove Mfrs. Assn., Montreal, St. Raymond, Loretteville, & St. Tite, Que.	Clothing Wkrs. Federation (CNTU)
Goodyear Tire & Rubber, New Toronto, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Hiram Walker & Sons, Walkerville, Ont.	Distillery Wkrs. (AFL-CIO/CLC)
Hospitals (11), Montreal & district, Que.	Service Empl. Federation (CNTU)
Hotel Chateau Laurier, (CNR), Ottawa, Ont.	Railway, Transport & General Wkrs. (CLC)
Hotel Vancouver, Vancouver, B.C.	Railway, Transport & General Wkrs. (CLC)
House of Seagrams, Que., Ont. & B.C.	Distillery Wkrs. (AFL-CIO/CLC)
Imperial Tobacco & subsidiaries, Ont. & Que.	Tobacco Wkrs. (AFL-CIO/CLC)
Kelly, Douglas, company-wide, B.C.	Empl. Assn. (Ind.)
Lake Asbestos of Que., Black Lake, Que.	Mining Empl. Federation (CNTU)
Manitoba Telephone	I.B.E.W. (AFL-CIO/CLC) (linemen)
Manitoba Telephone	I.B.E.W. (AFL-CIO/CLC) (telephone operators)
Manitoba Telephone	Man. Telephone Assn. (Ind.) (clerical empl.)
Maritime Tel. & Tel. & Eastern Electric, company-wide	I.B.E.W. (AFL-CIO/CLC) (plant empl.)
National Harbours Board, Montreal, Que.	Railway Clerks (AFL-CIO/CLC)
Nfld. Employers' Assn., St. Johns, Nfld.	Longshoremen's Protective Union (Ind.)
Northern Electric, Belleville, Ont., & Montreal, Que.	Empl. Assn. (Ind.) (plant empl.)
Northern Electric, Montreal, Que.	Office Empl. Assn. (Ind.)
North York Township, Ont.	Public Empl. (CLC) (outside empl.)
Ottawa City, Ont.	Public Empl. (CLC)
Ottawa Civic Hospital, Ottawa, Ont.	Public Empl. (CLC)
Pacific Press, Vancouver, B.C.	Newspaper Guild (AFL-CIO/CLC)
Regina General Hospital, Regina, Sask.	Public Empl. (CLC)
Rio Algom Mines, (Milliken Mine), Elliott Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Rio Algom Mines, (Nordic Mine), Algoma Mills, Ont.	Steelworkers (AFL-CIO/CLC)
Rowntree Co., Toronto, Ont.	Retail, Wholesale Empl. (AFL-CIO/CLC)
Steinberg's Ltd., Island of Montreal, Que.	Empl. Protective Assn. (Ind.)
Toronto Electric Commissioners, Ont.	Public Service Empl. (CLC)
Vancouver City, B.C.	Civic Empl. (Ind.) (outside empl.)
Vancouver City, B.C.	Fire Fighters (AFL-CIO/CLC)
Vancouver City, B.C.	Public Empl. (CLC) (inside empl.)
Vancouver Police Commissioners Bd., B.C.	B.C. Peace Officers (CLC)
Victoria Hospital, London, Ont.	Bldg. Service Empl. (AFL-CIO/CLC)

Conciliation Officer

Assn. Patronale des Services Hospitaliers, (5 hospitals), Drummondville & other points, Que.	Service Empl. Federation (CNTU)
Avro & Orenda Engines, Malton, Ont.	Machinists (AFL-CIO/CLC) (plant empl.)
C.B.C., company-wide	Moving Picture Machine Operators (AFL-CIO/CLC)
Cockshutt Farm Equip., Brantford, Ont.	Auto Wkrs. (AFL-CIO/CLC)

Company and Location	Union
Cyanamid of Canada, Welland, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Dominion Stores, Toronto, Hamilton & other locations, Ont.	Retail, Wholesale Empl. (AFL-CIO/CLC)
Dom. Textile, Montreal, Que.	United Textile Wkrs. (AFL-CIO/CLC)
Lake Carriers' Assn., Eastern Canada	Seafarers (AFL-CIO)
Montreal Cottons, Valleyfield, Que.	United Textile Wkrs. (AFL-CIO/CLC)
Motor Trans. Ind. Relations Bureau, Ont.	Teamsters (Ind.) (drivers)
Motor Trans. Ind. Relations Bureau, Ont.	Teamsters (Ind.) (mechanics)
Normetal Mining, Normetal, Que.	Steelworkers (AFL-CIO/CLC)
Phillips Electrical, Brockville, Ont.	I.U.E. (AFL-CIO/CLC)
Que. Natural Gas, company-wide	Chemical Wkrs. (AFL-CIO/CLC)
Quemont Mining, Noranda, Que.	Steelworkers (AFL-CIO/CLC)
Safeway, Shop-Easy & others, Victoria, Vancouver & New Westminster, B.C.	Butcher Workmen (AFL-CIO/CLC)
T.C.A., company-wide	Air Line Pilots (Ind.)
Towboat Owners' Assn., B.C.	Merchant Service Guild (CLC)
Conciliation Board	
Algoma Ore Properties, Wawa, Ont.	Steelworkers (AFL-CIO/CLC)
Cdn. Celanese, Drummondville, Que.	Textile Wkrs. Union (AFL-CIO/CLC)
C.N.R., system-wide	Locomotive Firemen & Enginemen (AFL-CIO/CLC)
C.N.R., system-wide	Trainmen (AFL-CIO/CLC)
C.P.R., system-wide	Locomotive Firemen & Enginemen (AFL-CIO/CLC)
C.P.R., system-wide	Trainmen (AFL-CIO/CLC)
Chrysler Corporation, Windsor, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Dom. Textile, Montmorency, Sherbrooke, Magog & Drummondville, Que.	Textile Federation (CNTU)
Ontario Hydro, company-wide	Public Service Empl. (CLC)
Smith Transport, Kingsway Transport & others, Ont. & Que.	Teamsters (Ind.)
Post-Conciliation Bargaining	
Campbell Chibougamau Mines, Chibougamau, Que.	Steelworkers (AFL-CIO/CLC)
C.N.R., system-wide	Locomotive Engineers (Ind.)
C.P.R., system-wide	Locomotive Engineers (Ind.)
Consolidated Paper, Shawinigan, Que.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Massey-Ferguson, Toronto, Brantford & Woodstock, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Noranda Mines, Noranda, Que.	Steelworkers (AFL-CIO/CLC)
Union composing rooms, Toronto, Ont.	Typographical Union (AFL-CIO/CLC)
Arbitration	
Hotel Dieu St. Vallier, Chicoutimi, Que.	Service Empl. Federation (CNTU)
Work Stoppage	
Hotel Royal York (CPR), Toronto, Ont.	Hotel Empl. (AFL-CIO/CLC)

PART III—Settlements Reached During January 1962

(A summary of major terms on the basis of information immediately available. Figures for the number of employees covered are approximate.)

B.C. Electric, company-wide—I.B.E.W. (AFL-CIO/CLC): 16-mo. agreement covering 734 empl.—general wage increase of 3¢ an hr. retroactive to Dec. 1, 1961; Easter Monday to be observed as a paid holiday, making a total of 10 paid holidays (formerly 9); 3 wks. vacation after 5 yrs. of service (formerly after 8 yrs.); labourer's rate will be $2 an hr.

Bindery room employers, Toronto, Ont.—Bookbinders (AFL-CIO/CLC): 2-yr. agreement covering 1,300 empl.—wage increases of 7¢ an hr. eff. Jan. 11, 1962 and 8¢ an hr. eff. Jan. 11, 1963; 3 wks. vacation after 11 yrs. of service (formerly after 13 yrs.); new provision for 3 days' bereavement pay; bookbinder's rate after Jan. 11, 1963 will be $2.67 an hr.

Consolidated Paper, Cap de la Madeleine & Three Rivers, Que.—Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC): 2-yr. agreement covering 1,200 empl.—wage increase of 5¢ an hr. retroactive to May 1, 1961 and an additional 5¢ an hr. eff. May 1, 1962; 1 additional floating holiday, making a total of 7 paid holidays; evening and night shift premiums increased to 6¢ and 9¢ respectively, retroactive to May 1, 1961 and to 7¢ and 10¢ eff. May 1, 1962 (previous shift premiums were 5¢ and 8¢); employees will be granted 1 wk. sick leave with pay; labourer's rate after May 1, 1962 will be $2.03 an hr.

Consolidated Paper, Les Escoumins, Que.—Pulp & Paper Wkrs. Federation (CNTU): 1-yr. agreement covering 500 empl.—basic rate increased by 8¢ an hr. retroactive to Aug. 1, 1961; piece rate increases of 29¢ and 50¢ per cord. Labourer's rate will be $1.13 an hr.

Consolidated Paper, Ste-Anne de Portneuf, Que.—Pulp & Paper Wkrs. Federation (CNTU): 1-yr. agreement covering 900 empl.—basic rate increased by 7¢ an hr. retroactive to Aug. 1, 1961; piece rate increases of 12¢ and 33¢ per cord. Labourer's rate will be $1.13 an hr.

53741-5—3

Dosco Fabrication Divs., Trenton, N.S.—Steelworkers (AFL-CIO/CLC): 1-yr. agreement covering 697 empl.—no increase in hourly wages; 4 wks. vacation after 25 yrs. of service (previous maximum was 3 wks. after 15 yrs.); maximum pension benefits increased from $75 a mo. to $115 a mo.

Dryden Paper, Dryden, Ont.—Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC): 1-yr. agreement covering 800 empl.—company contribution to welfare plan increased to $4.25 (formerly $3.75); 1 additional paid holiday making an equivalent of 8 paid holidays annually.

Ford of Canada, Windsor, Oakville & North York, Ont.—Auto Wkrs. (AFL-CIO/CLC): 3-yr. agreement covering 7,500 empl.—$10 settlement pay; annual improvement factor wage increases (greater of 6¢ or 2½%) eff. Jan. 15 and Dec. 1, 1962 and Dec. 1, 1963 for a total of at least 18¢ an hr. over 3 yrs.; additional classification adjustments of 5¢ an hr. for empl. in the foundry and assembly plants, 20¢ an hr. over journeyman rates for leaders, 10¢ an hr. for electrical technicians; cost-of-living allowance formula (1¢ for each .6 points change in consumer price index) continued with 1¢ of allowance due Jan. 15, 1962 being applied to pensioners' benefits; non-contributory pension plan improved so that basic benefits will amount to $2.80 a mo. per yr. of service beginning on April 1, 1962 (formerly $2.50); on or after April 1, 1962, all pensioners will receive an additional 25¢ a mo. per yr. of service (maximum $10); new supplementary pension providing for $1.80 a mo. per yr. of service (maximum $55 a mo.) for empl. aged 65-70 retiring on or after April 1, 1962, such benefit to cease at age 70; company to pay 50% of hospital and medical coverage for pensioners and their dependents; weekly S.U.B. increased to 62% of before-tax pay plus $1.50 for each dependent up to four dependents (formerly 65% of weekly after-tax straight-time pay); maximum weekly S.U.B. increased from $30 to $40 and maximum benefit period increased from 39 to 52 wks.; new short wk. benefit adopted for empl. who are laid off part of a wk. and are ineligible for unemployment insurance benefits; for scheduled short work weeks, 65% of straight-time rate will be paid for each hr. of layoff in a 40-hr. wk.; for unscheduled short work weeks, 50% of straight-time pay will be granted for each hr. of layoff; higher separation pay; new relocation allowance plan; company-paid medical and hospital coverage for laid-off empl. extended to a maximum of 12 mo.; full annual vacation pay qualification to be reduced in 1962 from 170 days to 1,000 hrs.; new provision for jury duty pay; shift premiums raised to 12¢ and 18¢ (previously 10¢ and 15¢); sickness and accident benefits increased from previous $40 a wk. to a maximum of $55 a wk.; increase in group life insurance to a maximum of $8,400; labourer's rate after Dec. 1, 1963 will be $2.23 an hr.

Motor Trans. Ind. Relations Bureau (car carriers), Ont.—Teamsters (Ind.): 3-yr. agreement covering 725 empl.—settlement pay $2.50 a wk., $3 a wk. for skilled mechanics retroactive to July 1, 1961; increases of 6¢ an hr. (7¢ an hr. for skilled mechanics) eff. Jan. 13, 1962, July 1, 1962, July 1, 1963; 2 wks. vacation after 2 yrs. of service (formerly after 3 yrs.); new jointly administered pension plan with equal monthly contributions by employers and employees, each contributing $3 per empl. the first yr., $4 the second yr., $5 the third yr.; new jointly administered health and welfare plan with employers contributing $16 a mo. per employee; labourer's rate after July 1, 1963 will be $1.96 an hr.

Motor Transport Labour Relations Council, B.C.—Teamsters (Ind.): 3-yr. agreement covering 1,250 empl.—wage increases of 7¢ an hr. eff. April 1, 1962, 8¢ an hr. eff. Jan. 1, 1963; employees will contribute 7¢ an hr. to pension plan; 3 wks. vacation after 10 yrs. of service (formerly after 12 yrs.) eff. Jan. 1, 1962, 3 wks. after 9 yrs. eff. Jan. 1, 1963, 3 wks. after 8 yrs. eff. Jan. 1, 1964; truck driver's rate after Jan. 1, 1963 will be $2.38 an hr.

Northern Electric, Toronto, Ont.—Communications Wkrs. (AFL-CIO/CLC): 1-yr. agreement covering 1,000 empl.—wage increases ranging from 3¢ to 7½¢ an hr. retroactive to Nov. 1, 1961; starting rate will be $1.66 an hr.

Ottawa Transportation Commission, Ont.—Street Railway Empl. (AFL-CIO/CLC): 2-yr. agreement covering 628 empl.—wage increases of 3¢ an hr. eff. Jan. 1, 1962, 2¢ an hr. eff. Sept. 1, 1962 and May 1, 1963; 3 wks. vacation after 11 yrs. of service in 1962 (formerly after 12 yrs.), 3 wks. vacation after 10 yrs. of service in 1963; 4 wks. vacation after 25 yrs. of service; company will pay 50% of cost of sick benefit, insurance and medical plans; bereavement leave increased from 1 day to 3 days; operator's rate after May 1, 1963 will be $2.07 an hr.

Royal Victoria Hospital, Montreal, Que.—Bldg. Service Empl. (AFL-CIO/CLC): 2-yr. agreement covering 1,000 empl.—$2.50 per wk. settlement pay retroactive to Jan. 1, 1962; wage increases varying from 20¢ to 50¢ an hr. eff. Jan. 15, 1962; $4 a wk. the second yr. of the agreement; hrs. reduced from 44 to 40 eff. Jan. 1, 1962; 3 wks. vacation after 8 yrs. of service (formerly after 12 yrs.); shift premium increased to 6¢ (formerly 5¢); sick leave will be cumulative up to a maximum of 45 days (formerly non-cumulative).

Scarborough Township, Ont.—Public Empl. (CLC) (outside Empl.): 2-yr. agreement covering 550 empl.—wage increases of 7½¢ an hr. eff. Jan. 1, 1962, Jan. 1, 1963; labourer's rate after Jan. 1, 1963 will be $2.05 an hr.

Stelco (Hamilton Works), Hamilton, Ont.—Steelworkers (AFL-CIO/CLC): 3-yr. agreement covering 8,500 empl.—4½¢ an hr. wage increase retroactive to Aug. 1, 1961 with an additional increase of 5¢ an hr. eff. Aug. 1, 1963; incremental increase of ½¢ an hr. eff. Aug. 1, 1962, raising the increment between job classes to 6½¢; pension increased to $3.15 a mo. per yr. of service (formerly $3); maximum monthly pension to be $126 instead of $110; compulsory retirement age to be reduced progressively from 70 to 68 yrs.; contributory group life insurance increased from $3,500 to $5,000; provision for paid-up insurance of $1,500 on retirement (formerly $1,250); weekly indemnity increased to $50 payable first day of an accident or eighth day of illness for 26 wks. (formerly $35); PSI blue plan to be adopted for employees, pensioners and dependents, and major medical insurance provided for employees; vacations with pay to be increased by 1 to 4 days for employees with 11 to 14 yrs. of service; rate for job class No. 1 after Aug. 1, 1963 will be $2.05 an hr.

Stelco (Canada Works), Hamilton, Ont.—Steelworkers (AFL-CIO/CLC): 3-yr. agreement covering 680 empl.—terms similar to Hamilton Works settlement; rate for job class No. 1 will be $2.01½ an hr. in 1963.

Stelco, Montreal, Que.—Steelworkers (AFL-CIO/CLC): 3-yr. agreement covering 600 empl.—terms similar to Hamilton Works settlement with comparable medical covering; rate for job class No. 1 will be $1.95 an hr. in 1963.

Chamber of Commerce on Rehabilitation

In its policy declarations and resolutions adopted at its last annual meeting the Canadian Chamber of Commerce supports placing of physically handicapped in suitable jobs and urges co-operation of employers in rehabilitation programs

The Canadian Chamber of Commerce has based some of its policy declarations and resolutions on employment of the physically handicapped, rehabilitation, and employment of the older worker. These are being reprinted here.

Employment of the Physically Handicapped

It is suggested that many jobs do not require the full capacities of an able-bodied person. If a handicapped person still has the required capabilities, he is not handicapped in that particular job.

Recommendations: (1) that employers continue to co-operate in the placing of physically handicapped persons in suitable jobs; and (2) that employers who have not already done so investigate the possibilities of employing physically handicapped persons.

Rehabilitation Program

The Canadian Chamber of Commerce believes that future financial assistance by the federal Government should be directed only to the areas in which the individual is unable to help himself, to the indigent, the aged, the chronically ill and to those who suffer catastrophic medical expense. It is for the above groups, and for the substantially disabled who, lacking services, are likely to fall into these groups, that rehabilitation is an investment in human welfare which should be adequately supported by federal assistance.

The beginning of the rehabilitation of a patient is the adequate, proper skilled medical and surgical care that the individual receives at, or soon after, the time of his primary illness or injury. These medical services, together with physical restoration, psychological, social and vocational services, should be supplied as necessary, so that the ultimate goal of complete rehabilitation is achieved.

A co-ordinated rehabilitation program combining physical restoration, social, psychological and vocational services is a money-saving device, bringing satisfaction and independence to the severely handicapped.

Physical restoration must be aided by work assessment, counselling, guidance and help in job placement and retraining where necessary. In this respect, existing facilities in the community, such as technical institutes and business schools, should be used.

The rehabilitated individual will be an economic asset to employers, and rehabilitation methods should be based on sound knowledge and experience. By applying common sense, the procedures can be kept simple and inexpensive, and where possible should be carried out in the local community, using available services.

Recommendations: (1) that the federal Government encourage and support the Provinces in every way possible to develop co-ordinated rehabilitation programs which will provide such facilities and services as are necessary to bring comprehensive rehabilitation to those individuals who can benefit; and (2) that in developing such services, the fullest co-operation of employers, workers, government and voluntary agents should be encouraged.

Employment of the Older Worker

Studies have indicated that the older worker, if properly placed, can compare favourably in performance with other workers and can make a considerable contribution to the production of the country. Furthermore, the older worker group represents a reservoir of skill and experience that the country can ill afford to waste. The addition of older workers to our labour force would enlarge our productive capacity.

Recommendation: that Canadian employers recognize the skill and experience of older workers and give consideration to the suitable employment of this group to the fullest extent practicable.

New School of Rehabilitation Medicine in B.C.

A school of rehabilitation medicine has been established at the University of British Columbia. The new school, which opened last fall with an enrolment of 15 students, will provide training leading to a certificate in physical medicine therapy. The course provides for two years of study at the university followed by a third rotating supervised interne year.

The Canadian Arthritis and Rheumatism Society has made a grant of $5,000 toward the cost of converting a building to house the school.

Medical Rehabilitation Grants from the federal Government will help provide staff and equipment.

53741-5—3½

The Women Workers of Denmark

Slightly more than one third of all workers in Denmark are women, and women workers make up 42 per cent of all girls and women more than 14 years of age

In Denmark, slightly over one third of all workers are women. These 721,800 (at the 1955 Census) working women make up 42 per cent of all girls and women over 14 years of age.

Occupations—Unlike Canada, where clerical work is the leading occupation of women, in Denmark "assisting wives" (unpaid family workers) form the largest group of women workers. These women, married to independent farmers or tradesmen, assist their husbands. They make up about 18 per cent of all working women in the country.

The next largest occupational group—17 per cent of all working women—is domestic servants in private homes. The clerical group comes third with about 10 per cent. Large numbers of women are employed as sewing machine operators, hairdressers, retail saleswomen, cooks and waitresses, charwomen and food wrappers, packagers and bottle machine operators. The food and beverages and the clothing and textiles industries engage the majority of women working in manufacturing.

Most professional women in Denmark, as in Canada, are either nurses or teachers. In contrast to Canada, about 25 per cent of dentists are women, a high proportion of them being engaged in the schools. Women make up 15 per cent of doctors, 10 per cent of lawyers and about 3 per cent of engineers.

Before the war most social workers were women but recently more men are entering the profession so that women now make up only 25 per cent of the graduating classes. Since 1948 women have been ordained as ministers and today there are 12 women pastors serving in the Danish national church.

Marital Status—About 40 per cent of working women are married—135,000 "assisting wives" and 145,500 married women wage earners. The latter group has been steadily increasing in recent years. From 1950 to 1955 the number of married women in the population increased by 5.7 per cent, but the number of married women wage earners increased by 16.2 per cent; of "assisting wives" by only 6.2 per cent. During the same period the number of women not in the labour force increased by only 3.6 per cent.

Wages—The Danish Confederation of Trade Unions has accepted the principle of equal pay and is seeking to apply it through collective bargaining. The rates for apprentices in the skilled trades are the same for both sexes. At present, however, women in manufacturing generally receive 82 per cent of the wages paid to men doing the same jobs, although under recent agreements women workers are paid the same cost of living allowances as men. Women in the National Civil Service and in municipal government jobs receive equal pay for equal work.

Services for working mothers—Working mothers are entitled to maternity leave for eight to twelve weeks before and four to six weeks after the birth of a child. Under the social insurance system, women are paid a proportion of their regular pay during the leave period.

Crèches, nurseries and kindergartens are subsidized by the national and local authorities, and are run by local authorities, charitable organizations and employers. In some industrial towns, firms have pooled their resources to provide nurseries and other welfare facilities for their workers' children. Thus, in one district of Copenhagen some 20 firms jointly run a crèche for very young children, a nursery for those between the ages of two and seven, a recreation centre for those of school age and a youth centre for young people between 14 and 18 years of age.

Women in trade unions—More than 25 per cent of women workers are members of trade unions and they make up about 20 per cent of the total membership of the Danish Trade Union Federation. In most cases men and women belong to the same unions, but one special union for unskilled women workers has 45,000 members.

The Federation has set up a special women's bureau to which every union in which women form more than two per cent of the membership may belong. The bureau holds bi-annual weekend seminars for the study of social problems and submits questions concerning women workers to Parliamentary committees.

Age of retirement—In the government service the age of retirement is the same for men and women. Private industry, with a few exceptions, follows government practice.

INTERNATIONAL LABOUR ORGANIZATION

Morse Withdraws Resignation

As a result of representations made to him since he announced, in November, his intention not to seek re-election, ILO Director-General decides to stay on

David A. Morse, who last November announced his intention to resign as Director-General of the International Labour Office (L.G., Dec. 1961, p. 1264), has withdrawn his resignation, the ILO reported last month. The resignation would have become effective later this year.

Mr. Morse had informed the ILO Governing Body that, after many years of public service abroad, he planned to "resume again the duties and responsibilities of normal citizenship" in his own country (the United States).

As reasons for the change in his decision, he stated that representations to remain in office had been made to him by several members of the Governing Body. "In particular," he said, "I have had to take into account the important effort being made at present to improve the international situation and the essential role which international organizations such as the ILO are called upon to play in this specially critical period in world affairs." He had therefore set aside his personal considerations that had motivated his earlier action, Mr. Morse stated.

He was elected Director-General on June 12, 1948, for a term of 10 years. On May 31, 1957 he was re-elected for a term of five years.

If he completes another term of office, Mr. Morse will have served as Director-General of the ILO for 20 years, longer than any other. Even at the time of his intended resignation, he was senior in years of service to any of the other heads of organizations associated with the United Nations.

Offers Scholarship to International Institute for Labour Studies

The General Council of the British Trades Union Congress has decided to finance a scholarship for the 12-week course to be held at the International Institute for Labour Studies in Geneva from September 17 to December 7 (L.G., Nov. 1961, p. 1144).

The central theme of the course will be "The Labour Force and Its Employment." The 12-week period will also be devoted to the study of a number of labour problems such as wages, workers' organizations, relations between employers and workers and workers' participation in management and social institutions of the undertaking, social security and welfare, special labour problems relating to rural areas, and labour problems of economic growth and development planning.

TEAMWORK in INDUSTRY

Main goal of the labour-management committee at Greb Shoes Ltd., Winnipeg, Man., is to maintain quality, and plant manager Charles Greb reports that management, through the committee, has received numerous helpful suggestions. After quality, he would list production problems, techniques and changes, in that order.

Of the LMC itself he said: "We are pleased to have this group in our plant as it gives us an excellent means of talking to our people in open and frank terms about these matters." He also remarked on the high level of enthusiasm among committee members—an enthusiasm that is beginning to rub off on all plant personnel.

Mr. Greb struck an encouraging note of comfort for new committees struggling to achieve effectiveness and purpose. "Our own labour-management committee has been in operation for less than a year," he said, "and to date has suffered what I imagine are the normal growing pains. "We were very enthused about the first few meetings, at which a lot of points were raised and discussed, and a lot of decisions reached. Following this, a slump occurred, and very few items came up for discussion."

Latest meetings of the LMC have been "very encouraging", and management reports that joint co-operation has successfully revitalized the committee. Chairmanship is to be alternated annually between union and management representatives.

Chief purchasing agent Dave Dobbin believes plant morale improved sharply when employees realized that the LMC, composed equally of company and union representatives, had given them a voice in many phases of the company's operation. Plant superintendent Paul Cook reported recently that the atmosphere between company and union had improved considerably since management took the committee into its confidence. A standing invitation to sit in on meetings was issued to Sam Goodman, manager of Local 430L, Winnipeg Leather Workers' Union of the Amalgamated Meat Cutters and Butcher Workmen of North America (CLC).

Mary Bouma, shop steward and vice-president of Local 430L, states that there are "no more fences" between labour and management in the plant. She told a Department of Labour interviewer that the fences went out when the LMC came in. "We work together better than we did before, too," she added. Mrs. Bouma is a machine operator and a member of the plant's labour-management committee.

* * *

President Paul DuVal of Acme Sash and Door Company Ltd., St. Boniface, Man., asserts that joint consultation between labour and management helps to clarify and sharpen a man's thinking. "If you're going to justify some move or change to your employees, you've got to justify it to yourself first," he told a Department of Labour representative. "Frank give-and-take in regular meetings between company and union representatives provides management with a good double-check on its own thinking."

George Verstraete provided an example of how costly errors can be eliminated when labour and management pool their experience. A member of Millmen Local 1901, United Brotherhood of Carpenters and Joiners (CLC). Mr. Verstraete represents his union on the firm's joint consultation committee.

Last spring, Acme management handed committee members the blueprints of a new layout for the mill and asked for expressions of opinion. "At the time we discussed the plans, it was intended to move the cabinet shop from the second to the ground floor of the mill," said Mr. Verstraete. "After several discussions about this, the committee recommended that the shop be left where it was."

Some additional changes were made in management's original plans as a result of committee recommendations, and some projects were abandoned completely. By putting their heads together in time, labour and management avoided what would have been a costly error.

Union spokesmen have stated that this close collaboration between management and the committee is also improving relations and raising morale. Production manager Allen Sidebottom described it as "a good bridge between company and union thinking—something we never had before." The employees, he added, are volunteering ideas on production, cost and waste problems.

Establishment of Labour-Management Committees is encouraged and assisted by the Labour-Management Co-operation Service, Industrial Relations Branch, Department of Labour. In addition to field representatives located in key industrial centres who are available to help both managements and trade unions, the Service provides various aids in the form of booklets, posters and films.

INDUSTRIAL RELATIONS AND CONCILIATION

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for three days during December. The Board issued nine certificates designating bargaining agents, ordered three representation votes, rejected four applications for certification and denied two requests under Section 61 (2) of the Act for review of earlier decisions. During the month the Board received nine applications for certification.

Applications for Certification Granted

1. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, on behalf of a unit of longshoremen employed by Western Terminals Limited at Corner Brook, Nfld. (L.G., Nov. 1961, p. 1150).

2. The International Association of Machinists, on behalf of a unit of catering department employees employed by the Quebec North Shore and Labrador Railway Company, Sept Iles, Que. (L.G., Dec. 1961, p. 1269).

3. Brotherhood of Railroad Trainmen, on behalf of a unit of trainmen in yard and road service employed by the Sydney and Louisburg Railway Company, Glace Bay, N.S. (L.G., Dec. 1961, p. 1269).

4. General Drivers, Warehousemen and Helpers, Local Union 979, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of East-West Transport Ltd., working in and out of the company's terminal at 360 Dawson Road, St. Boniface, Man. (L.G., Dec. 1961, p. 1269).

5. Canadian Maritime Union, on behalf of a unit of unlicensed employees employed aboard the S.S. *Hilda Marjanne* by Trans-Lake Shipping Limited, Toronto, (L.G., Jan., p. 52). The Seafarers' International Union of Canada had intervened.

6. Canadian Maritime Union, on behalf of a unit of unlicensed employees employed aboard the S.S. *Keewatin* and S.S. *Assiniboia* by the Canadian Pacific Railway Company (Great Lakes Steamships) Montreal, Que. (L.G., Jan., p. 52). The Seafarers' International Union of Canada had intervened.

7. The Canadian Union of Operating Engineers, on behalf of a unit of stationary engineers employed by Canadian Arsenals Limited, Small Arms Division, Long Branch, Ont. (L.G., Jan., p. 52).

8. Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Division 591, on behalf of a unit of garage employees and bus operators employed by Hull City Transport Limited, Hull, Que. (L.G., Jan., p. 52).

9. Amalgamated Association of Street, Electric Railway, and Motor Coach Employees of America, Division 591, on behalf of a unit of garage employees and bus operators employed by the Hull Metropolitan Transport Limited, Hull, Que. (L.G., Jan., p. 52).

Representation Votes Ordered

1. Teamsters, Chauffeurs, Warehousemen and Helpers, Local No. 91 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, and MacGregor the Mover, Limited, Kingston, Ont., respondent (L.G., Dec. 1961, p. 1269) (Returning Officer: A. B. Whitfield).

2. United Steelworkers of America, applicant, and Canadian Arsenals Limited, respondent (Small Arms Division, Long Branch, Ont.) (L.G., Jan., p. 52) (Returning Officer: A. B. Whitfield).

3. Line Drivers, Warehousemen, Pickup Men and Dockmen's Union, Local No. 605 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, and Zenith Transport Limited, Vancouver, B.C., respondent (L.G., Jan., p. 52) (Returning Officer: D. S. Tysoe).

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Minister of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

Applications for Certication Rejected

1. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, applicant and KLM Royal Dutch Airlines, Montreal, Que., respondent (L.G., Oct. 1961, p. 1037). The application was rejected because the applicant union did not, in the Board's opinion, represent a majority of the employees in the enlarged unit which the Board had decided to be appropriate for collective bargaining.

2. Seafarers' International Union of Canada, applicant, and Porter Shipping Limited, Toronto, Ont., respondent (unlicensed personnel) (L.G., Nov. 1961, p. 1149) (See item 3 immediately below for reason for rejection).

3. Seafarers' International Union of Canada, applicant, and Porter Shipping Limited, Toronto, Ont., respondent (marine engineers) (L.G., Nov. 1961, p. 1149).

Cases 2 and 3 were rejected for the reason that the applicant union had failed to satisfy the Board that at the time when the applications were made, a majority of the employees affected in each case were members in good standing under the provisions of the applicant union's constitution and of Section 15 of the Rules of Procedure of the Board.

4. Canadian Maritime Union, applicant, Owen Sound Transportation Co., Limited, Owen Sound, Ont., respondent, and the Seafarers' International Union, intervener (unlicensed personnel) (L.G., Jan., p. 52). The application was rejected for the reason that it was not supported by a majority of the employees affected. In giving this decision the Board stated that it found that

Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation services under the Industrial Relations and Disputes investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board, in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, order and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continued in force and effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to the Wartime Labour Relations Board to administer provisions concerning the certification of bargaining agents, the writing of provisions—for incorporation into collective agreements—fixing a procedure for the final settlement of disputes concerning the meaning or violation of such agreements and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the Department of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported below under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board, and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. Johns', Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the provinces of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

there was no evidence of fraud or bad faith on the part of the applicant union as alleged by the intervener.

Request for Review under Section 61(2) Denied

1. North American Van Lines (Atlantic) Limited, Dartmouth and Middleton, N.S., applicant, and Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, respondent (L.G., Jan., p. 52). The Board denied the request for the reason that it considered that it dealt with the case in a reasonable and proper manner and stated that it is not prepared to vary or revoke its decision to certify the applicant union, nor to grant the request for a hearing, full opportunity for which was given prior to the issuance of certification.

2. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, applicant, and Atlantic Broadcasters Limited, Antigonish, N.S., respondent (L.G., Jan., p. 53). The request, which was for the transfer of bargaining rights from the Intertional to its Local Union No. 848, was denied by the Board for the reason that the Board has no authority to transfer bargaining rights from one bargaining agent to another.

Applications for Certification Received

1. Line Drivers, Warehousemen, Pickup Men and Dockmen's Union, Local No. 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Gill Interprovincial Lines Ltd., North Burnaby, B.C. (Investigating Officer: D. S. Tysoe).

2. Line Drivers, Warehousemen, Pickup Men and Dockmen's Union, Local No. 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Millar & Brown Ltd., Cranbrook, B.C. (Investigating Officer: D. S. Tysoe).

3. Line Drivers, Warehousemen, Pickup Men and Dockmen's Union, Local No. 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Pacific Inland Express Ltd. Vancouver, B.C. (Investigating Officer: D. S. Tysoe).

4. Line Drivers, Warehousemen, Pickup Men and Dockmen's Union, Local No. 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Canadian Freightways Limited, Calgary, Alta. (Investigating Officer: D.S. Tysoe).

5. Dairymen, Warehousemen, Cartagemen, Truckers and Helpers of America, Local Union No. 987 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Rice and Trimble Limited, Calgary, Alta. (Investigating Officer: D. S. Tysoe).

6. Dairymen, Warehousemen, Cartagemen, Truckers and Helpers of America, Local Union No. 987 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Gossett and Sons Transport Limited, Calgary, Alta., (Investigating Officer: D. S. Tysoe).

7. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of employees of Empire Freightways Limited, working in and out of its terminals in Saskatchewan (Investigating Officer: W. E. Sproule).

8. The Commercial Telegraphers' Union, Canadian National Telegraphs System, Division No. 43, on behalf of a unit of diesel mechanics employed by the Canadian Railways in its Telecommunication Department (Investigating Officer: T. B. McRae).

9. International Union of Operating Engineers, Local 882, on behalf of a unit of stationary engineers employed by the Pacific Tanker Co., Ltd., Vancouver, B.C. (Investigating Officer: G. H. Purvis).

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During December, the Minister of Labour appointed Conciliation Officers to deal with the following disputes:

1. Canadian Pacific Air Lines, Limited, Vancouver, and Canadian Air Line Flight Attendant's Association (Conciliation Officer G. R. Currie).

2. Kitchener-Waterloo Broadcasting Company Limited, and National Association of Broadcast Employees and Technicians (Conciliation Officer: T. B. McRae).

3. Baton Aldred Rogers Broadcasting Limited (CFTO-TV) Agincourt, Ont., and National Association of Broadcast Employees and Technicians (Conciliation Officer: T. B. McRae).

4. Hector Broadcasting Co. Ltd. (Radio Station CKEC) and Cape Breton Projectionists Union, Local 848 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (Conciliation Officer: D. T. Cochrane).

5. Baton Aldred Rogers Broadcasting Limited (CFTO-TV) Agincourt, Ont., and Toronto Newspaper Guild, Local 87 of the American Newspaper Guild, (Conciliation Officer: T. B. McRae).

Conciliation Boards Appointed

1. Canadian National Steamship Company Limited (Pacific Coast Service) Vancouver, and Seafarers' International Union of North America, Canadian District (L.G., Dec. 1961, p. 1270).

2. Motor Transport Industrial Relations Bureau (certain member Companies in Quebec) and Local 106 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., Dec. 1961, p. 1271).

3. Robin Hood Flour Mills Limited, Port Colborne, Ont., and Local 416 of the United Packinghouse Workers of America (L.G., Dec. 1961, p. 1270).

Conciliation Board Reports Received

1. Canadian National Railways (Atlantic, Central and Western Regions) and Brotherhood of Locomotive Engineers (L.G., Aug. 1961, p. 797). The text of the report is reproduced below.

2. Canadian Pacific Railway Company (Atlantic, Eastern, Prairie and Pacific Regions and Quebec Central Railway Company) and Brotherhood of Locomotive Engineers (L.G., Aug. 1961, p. 798). The text of the report is reproduced below.

3. Barnhill's Transfer Limited, Truro, N.S., and Locals 76 and 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., Nov. 1961, p. 1151). The text of the report is reproduced below.

Strike after Board Procedure

Motor Transport Industrial Relations Bureau, Toronto (representing certain Companies within federal jurisdiction) and Local 880 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., Jan., p. 68). Stoppage of work occurred November 26, 1961.

Settlement Reached during Board Procedure

Barnhill's Transfer Limited, Truro, N.S., and Locals 76 and 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., Nov. 1961, p. 1151).

Disputes Lapsed

1. Sabre Freight Lines Limited (Burnaby, B.C. Terminal) and Local 605 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., Nov. 1961, p. 1150).

2. McCabe Grain Company Limited, Edmonton, and Local 514 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., May 1961, p. 473).

3. Tippet-Richardson (Ottawa) Limited, Ottawa, Ont., and Canadian Brotherhood of Railway, Transport and General Workers (L.G., July 1961, p. 675).

Report of Board in Dispute between

Canadian National Railways
and
Brotherhood of Locomotive Engineers

The Board of Conciliation and Investigation appointed under the Industrial Relations and Disputes Investigation Act to deal with the dispute between the Canadian National Railways and the Brotherhood of Locomotive Engineers (Atlantic and Central and Western Regions) met the parties in Montreal on August 8 and 9 and on September 19, 20 and 21, and again on September 27, 1961. The members of the Board were present at all meetings except the meeting of September 27, and at this meeting Mr. Lapointe wasn't present, and the parties were engaged all the day of September 27 in an effort to conciliate the matters in dispute. The Board also met in Montreal on November 9 in executive session to discuss the recommendations to be made.

The Brotherhood on opening the contract asked for many amendments to the contract. Both the Brotherhood and the Company submitted lengthy briefs in support of their requests for amendments and as well submitted rebuttal statements in connection with all the issues raised.

The Board finds it necessary to report on all issues because, although a serious effort was made to conciliate the issues in dispute, it wasn't successful in so doing. The Board, therefore, will first report on the requested amendments (all except salary increases) as put forward by the Brotherhood and then on the requested amendments as put forward by the Company, and will then deal with the question of salaries.

Requests

1. Yard Service

Under this request the Brotherhood is asking that a locomotive engineer in yard service starting to work between the hours of 12 noon and 5.59 p.m. receive an additional 5% in basic rates of pay for each shift, and that the locomotive engineer starting to work between 6.00 p.m. and 5.00 a.m. will receive an additional 10% in basic rates of pay for each shift.

Differentials in shift work, afternoon and evening, are quite common in industrial labour contracts, the basic theory being that when an employee is required to work during hours other than what is considered normal working hours, he should be paid additional compensation. In other words, the ordinary 8.00 a.m. to 5.00 p.m. hours of work are considered normal, and if work occurs at other hours, because of the interference with family life or leisure time, often a differential for such off-hours work is paid. In some companies, who don't normally have a second or third shift, the additional pay acts to some extent as an incentive for the company not to schedule work during "off" hours.

There are, however, other companies who are on a two- or three-shift operation steadily. The locomotive engineer in yard service must perform work on a 24-hour basis, and sometimes work is performed seven days a week. However, the most senior man is entitled to pick his hours, and if the most senior man, or men, desire a day-time shift, they receive it through the exercise of their seniority. Also, because junior men, no matter how junior, receive the same rate of pay as senior men, the Railway submits that the engineer is already receiving what amounts to a differential because the senior man has the choice of the assignment, and the junior man gets pay equal to that of the senior man if he is working on an afternoon or evening shift. This arrangement is quite different from that found in industrial trades generally.

Recommendation—The Board is of the opinion that because of this, and because of the substantial extra cost involved, it should not recommend that the Brotherhood request be granted.

During December, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between the Canadian National Railways and the Brotherhood of Locomotive Engineers.

The Board was under the chairmanship of His Honour Judge J. C. Anderson of Belleville, Ont. He was appointed by the Minister in the absence of a joint recommendation from the other two members, T. R. Meighen, Q.C., and Marc Lapointe, both of Montreal, nominees of the company and union, respectively.

The majority report, which under the provisions of the Industrial Relations and Disputes Investigation Act constitutes the Report of the Board, was submitted by the Chairman and Mr. Meighen. The minority report was submitted by Mr. Lapointe.

The majority and minority reports are reproduced here.

53741-5—4½

2. Annual Vacation with Pay -

This request is that an employee who at the beginning of the calendar year has completed 25 years' continuous service and who has rendered compensated service in 250 calendar months, calculated from the date of entering service, will be allowed one calendar day's vacation for each 13 days worked and/or available for service or major portion of such days during the preceding calendar year with a maximum of four weeks. Compensation for such vacation will be 8% of gross wages of an employee during the preceding calendar year.

Recommendation—The Board recommends that employees who have completed 25 years continuous service be allowed four weeks vacation with pay, and that the compensation for such vacation will be 8 per cent of the gross wages paid the employee during the preceding calendar year. The actual wording necessary to put this vacation rule into effect should be left to the parties to work out between themselves.

3. M.U. Cars

This request is that locomotive engineers handling M.U. cars be paid on the basis of total weight on drivers of all units used in the train handled.

This request affects the electric locomotives that are used in the tunnel in Montreal, and there are about 11 or 12 engineers affected. The runs are short runs and on many occasions, in addition to the trolley car or cars, which receive the power, other cars are hauled as trailers. This is a special type of service and is not duplicated anywhere else on any other Canadian railway. The continuous time on duty is relatively short, and according to the submissions made, many engineers prefer this type of work because they have certain time off in the city of Montreal between runs.

Recommendation—In view of the recommendations made here later having to do with general increases, the Board does not see fit to recommend that this request of the Brotherhood be granted.

4. Passenger Service

The Brotherhood request that overtime in all passenger service be paid at the rate of 20 m.p.h.

This request affects locomotive engineers assigned on short turn passenger service (no single trip of which exceeds 80 miles) who are presently paid at an overtime rate of 12½ miles per hour. In straight-away or long turn-around service overtime is computed from time of departure from initial passenger station until time of arrival at final passenger station, on a speed basis of 20 miles per hour, and doesn't come into effect until the time exceeds the miles run divided by 20.

In other words, in passenger runs of 150 miles, overtime would begin at the expiration of seven hours and thirty minutes plus the time at the initial terminal, but in short turn-around passenger service, no single trip of which exceeds 80 miles, overtime is paid at the rate of 12½ miles per hour at *pro rata* rates and does not begin until the expiration of eight hours, when the release from duty at any point does not exceed one hour.

Historically, the basic day in regular passenger service has not been applied to suburban and branch line commuter service. As the Board understands it, an engineer receiving overtime in short turn-around service receives such overtime payment in addition to any miles run. An example was given to the Board as follows: an engineer reporting for duty at 8.00 a.m. would, if released for a full hour during the day, commence drawing overtime payment at 5.00 p.m.

If that engineer were held on duty until 7.00 p.m., two hours overtime would be paid at 12½ miles per hour for a total of 25 miles, and if during the same two hours between 5.00 and 7.00 p.m. the engineer ran a distance of 60 miles, payment of the 60 miles would be made over and above payment required for the 25 miles overtime.

It is submitted that if it can at all be avoided, an engineer would not be kept on overtime unless required to travel, and if he is required to travel, he receives a payment for the miles run together with overtime at the rate of 12½ miles per hour for the length of overtime required by the Railway. In other words, the engineer who runs 60 miles during two hours' overtime receives 85 miles credit in wages, or an average in excess of 40 miles per hour. The present rule having to do with payment of overtime in this class of service, the Board was told, is a standard rule on the North American continent.

Recommendation—In view of the fact that the engineer, when held for overtime service, if he doesn't run receives pay at the rate of 12½ miles per hour while not working, and if working receives pay for the miles run plus the overtime payment of 12½ miles per hour, the Board does not see fit to recommend that the Brotherhood's request be granted.

5. Preparatory and Inspection Allowance

This is a request for the deletion of Article 3-A and 4-D of the Contracts, and thereby grant locomotive engineers preparatory and inspection time on all classes of service.

According to the submissions made to the Board, arbitrary payments have never been made to engineers on electric locomotives, in electric car or motor car service or on diesel locomotives operated in short turn-around passenger service. It would seem to the Board that this proposal would institute arbitrary payments in certain types of service for duties which are largely non-existent.

Recommendation—The Board does not see fit to recommend the Contract be changed to meet the Brotherhood's request in this regard.

6. Statutory Holidays

This request is that locomotive engineers in road service be paid for working on statutory holidays and in the same manner and to the same extent as the locomotive engineers in yard service are now paid.

The locomotive engineers in yard service are generally assigned to an eight-hour day, five or six days a week, and paid on an hourly basis. Road service engineers are generally of two classes, passenger and freight. Because of the dual basis of pay, road service employees are in one sense piece workers, and earn various mileages per day, depending on their trip or assignment, and the Board is told that it is not uncommon for road service engineers to earn two or more basic day's pay in one day elapsed time.

According to the Company's submission, the average number of hours worked per week for a locomotive engineer in 1960 in passenger service was 33 and in freight service 37.6.

Statutory holidays in industrial trades are almost universal, and the reason for granting them originally was to provide additional leisure without loss of pay, although it seems to be admitted that in some instances now, especially where companies must work on statutory holidays because of the requirements of the operation, penalty payments for work on statutory holidays amount in effect to an increase in pay.

The granting of statutory holidays to engineers in road service could not result in providing more leisure time for the locomotive engineers, due to the fact that the nature of the industry is such that road engineers would not be released from duty on statutory holidays. It is true that road engineers can't as a rule have their leisure time on statutory holidays, and therefore can't enjoy these holidays with their friends, but at the same time, they do, on the average, have more leisure time than the average industrial worker.

The Board is told that nowhere in Canada or in the United States do road service employees receive statutory holiday pay.

Recommendation—In view of the foregoing, and the factors mentioned hereunder relating to increase in pay, and in view of the fact that to recommend payment for statutory holidays would be a completely new departure in North American railway practice, the Board is not prepared to recommend that this request of the Brotherhood be granted.

7. Held at Away-from-home Terminal

Unassigned locomotive engineers are now paid for all time held at away-from-home terminal after 16 hours, and under this request locomotive engineers are asking that they be paid for all time held at away-from-home terminal after 12 hours at the same rate as the last service performed.

In assigned service, each run has a designated time and day of departure both at home and away-from-home terminals, and lay-over varies considerably. Some are short and some last over 16 hours before the return trip begins. It is apparent that in many instances several basic days' pay may be earned from the time the engineer leaves home until he returns.

There is a certain protection presently given to the engineers, because the present rule requires payment of a basic day for each 24-hour cycle held at an away-from-home terminal.

The Brotherhood's proposal also calls for payment at the same rate as the last service performed, in place of the minimum passenger rate now paid. The Company submits that the minimum passenger rate provides adequate compensation, since no work or responsibility is involved in the lay-over time, and if the engineers have out-of-pocket expense during the lay-over time, they are allowed to deduct such expenses for income-tax purposes.

Recommendation—The Board is of the opinion that this request would involve great cost and has come to the conclusion that the present rule is not unreasonable. However, since the Eastern agreement contains a provision for pay under certain circumstances while assigned engineers are held away from the home terminal, the Board is of the opinion that the present Eastern rule should be incorporated in the Western contract. The present Eastern rule reads as follows:

"B"—Assigned Engineers Held Away-from-home Terminal

Except in cases of wrecks, snow blockades or washouts on the sub-division to which they are assigned, engineers on assigned runs held away-from-home terminals waiting their trains, delayed beyond the advertised time of departure, will be paid for the time so held if more than seven hours. Seven hours or less not to count. If over seven hours, to be paid twelve and onehalf (12½) miles for each hour over the said seven hours at minimum passenger rates for the first eight (8) hours in each subsequent twenty-four (24) hours so held. Time to be submitted on a separate time return."

8. Switching en Route

This request is that locomotive engineers in through-freight service be paid for all time occupied in lifting and setting off cars en route.

At the present time in through-freight service, when hours on duty exceed the miles run, engineers receive additional compensation for performing work en route by reason of the dual system of pay. According to the Company's submission, the dual basis of pay in its present form was the result of a report of the Eight-Hour Commission, U.S.A., 1916, which led to the McAdoo Award (General Order 27) of 1918.

The Company also submits that the principles involved in this Award were adopted in Canada in 1919 in whole in the East but only in part in the West, and that this Award established the basic day of 100 miles or less, 8 hours or less, and contemplated that in this wage structure, acts such as lifting or setting off cars en route, would be considered as part of the work covered by the basic day's pay, (Supplement 24, to General Order 27).

At the present time, when switching en route exceeds a certain number, the so-called conversion rule comes into play, and by reason of the switching the through-freight engineers get an extra rate. The Brotherhood's brief submits that while switching is going on, no route mileage is being covered and therefore no piece work is being done, and therefore the miles or hours rule is not being observed.

This may to some extent be so, but the engineer is presently protected by the conversion rule.

Recommendation—The Board does not see fit to recommend that this request be granted.

9. Switching at Terminals and Turn-Around Points

This is a request that engineers in road service, who are required to perform switching at terminals and turn-around points, be paid on a minute basis at yard rates for the time so occupied.

The Brotherhood submits that this request has been made necessary because of the increasing tendency on the part of the Company to require engineers on road service to perform yard switching, and that this has resulted in cancelling yard assignments at some terminals, and further, has resulted in road engineers performing switching at a rate of aproximately 15% less than that paid locomative engineers in yard service.

The Eastern agreement provides for payment of all time occupied in switching at terminals on a minute basis at the rate applicable during the trip, but no provision is made for switching payments at turn-around points except under the conversion rue, and the Western agreement provides for payment for switching at terminals and turn-around points on a minute basis at the rate applicable to the road trip. The Brotherhood would thus seek to extend the Western rule to the East and introduce yard rates into road service.

While this report does contain certain recommendations for rule changes, which would make the rules prevailing in the East and West comparable, it does not purport to generally deal with the problem of recommending uniform rules for the East and West on a comprehensive basis. It is the Board's view that while it is desirable, it can be better dealt with by the Company and the Brotherhood during the existence of a contract, where the cost and all the pros and cons of the desirability of uniformity of rules can be dealt with in a leisurely fashion, free from the urgencies of bargaining for a collective contract.

Recommendation—For these reasons the Board does not see fit to make any recommendations with respect to this Brotherhood request.

10. Rest on Road

Locomotive engineers in road service be permitted to book rest en route after eight hours on duty.

According to the Brotherhood's submissions, the exacting nature of a locomotive engineer's duties being such that he must at all times be alert for signals such as order boards, lock signals, station protection signals, slow train signals, flagmen, etc., and must closely observe all orders and speed restrictions, he needs a right to book rest after eight hours in cases where he feels fatigued.

The Brotherhood points out that a locomotive engineer is required to sit at his locomotive with his feet on the deadman control and be ever alert and watchful of his engine and train, and at the same time be on the lookout for all kinds of signals as well as watching his train for difficulties, and that when he has completed an eight-hour tour of such exacting duty, he has earned the right to a rest period.

On the other hand, the Company points out that the present rule provides for taking rest en route after having been on duty 12 hours, and that in all classes of service the rules provide for men to be judges of their own condition and that even with the present 12-hour rule, in some instances employees have booked rest for reasons other than fatigue.

The Company points out that many employees, on arriving at a terminal after having been on duty for several hours, don't book rest as they are entitled to do under the rules, but start the home bound trip again, thus "doubling the road", in railroad parlance, and in some cases the elapsed time without rest may total from 14 to 16 hours.

The Company also points out that instances are common where the Brotherhood's representatives have requested the Company's management to adjust regular assignments so that the employees may be able to double back at the turn-around point. The Company asserts that if the Brotherhood's request were granted, it would have the effect of curtailing the operation of trains over two sub-divisions.

The Company further submits that the modern diesel is equipped with every comfort and convenience, namely, cabs are weather tight and maintain an even temperature, and the engineer's seat is comfortable and controls are all conveniently located, and that he has very little physical work to perform. The Company says further that in the days of steam power, engineers were content to work under the 12-hour rest rule.

It is commonly known that while some industrial trades provide that overtime is optional on the part of the employee, most industrial trades require certain overtime to be worked if scheduled by the Company. In railroad work the engineer sometimes completes a trip in less than eight hours and in many such instances the Company does not have the right to put him to work to fill out the full eight-hour period. In many instances the employee works less than eight hours on a trip, and in other instances he may work more.

The Board of Transport Commissioners is empowered to limit or regulate the hours of duty of engineers, with a view to the safety of the public and of the employees. If it became apparent to the Brotherhood, that in many instances the requirement stating that engineers may be called upon to work 12 hours without booking rest is contrary to the safety of the public and of the employees, representations can be properly made to the Board of Transport Commissioners for a change.

Recommendation—To change a rule to allow an employee to book rest at his own discretion after eight hours work, might very seriously interfere with the Company's operations, and until the Brotherhood can bring forward more specific instances of undue fatigue being encountered by reason of the necessity, at times, of the engineers remaining on duty for 12 hours, the Board does not see fit to recommend any such drastic change as the Brotherhood requests.

11. Insurance

The Brotherhood requests that the life of every locomotive engineer be insured while on duty for $10,000 and the premium to be paid by the Company, and in support of this request, it alleges that the work performed by the locomotive engineer is of a hazardous nature.

While it is true that the engineer's work might become very hazardous if he is not constantly alert, it would appear that the mortality rates in various occupations do not indicate that the mortality rate of engineers was higher than the rate of other classes of employees as shown by the British insurance companies' mortality rates in various occupations.

There was nothing brought forward to indicate that underwriting accident insurance for locomotive engineers would cost more than normal rates for such accident underwriting in other occupational classifications. The Company points out that the premium cost to the Company, if the request were granted, would be in the neighbourhood of $325,000, and that no other group of Company employees is covered by insurance while on duty, at the Company's expense.

Recommendation—This is a cost item, and the Board is of the opinion that there is no justification for it based on the allegation that the engineer's occupation is extremely hazardous, and therefore it does not recommend that this request be granted.

12. Steam-generator Cars

The request is that locomotive engineers be paid 35 cents per 100 miles for each steam generator car handled when attached to the locomotive.

The steam-generator car is a unit which uses generators to produce steam heat for railway passenger equipment. The unit is coupled directly behind the locomotive, sometimes further back. There are steam generator units housed in A and B type diesel passenger locomotive, and engineers handling A and B type passenger diesels so equipped are not paid extra because of that fact.

In August, 1960, an agreement was reached with the Brotherhood whereby a locomotive engineer in road service would be paid 35 cents per ticket for each steam generator unit coupled in the locomotive consist for any portion of the trip. As the Board understands it, this memorandum agreement referred only to payment to locomotive engineers on the Atlantic and Central Regions of 35 cents per trip for each steam generator car attached to his locomotive.

While it may be that the steam generator cars are not strictly a part of the locomotive or necessary in any way for its operation, by reason of the change-over to diesel locomotives, separate steam generators had to be provided to supply heat to passenger trains. Formerly the heat for passenger trains was provided from the steam locomotive.

Recommendation— The Board recommends that the Memorandum of Agreement now operating with respect to the Central and Atlantic Regions be extended to the Western Regions, and that the engineer, instead of receiving an additional 35 cents per trip for each such steam generator attached to his locomotive, receive 40 cents per trip for the first steam generator attached to the locomotive and 35 cents per trip for each subsequent steam generator attached to his locomotive consist.

13. Deadheading

The Brotherhood's request is that Article 61 of the Atlantic and Central Regions schedule covering deadhead movement apply to the Western Region.

The term deadheading describes the travel of the engineers from one point to another for the purpose of performing service at some other point, and returning to the home terminal after work at the away-from-home point is completed. The Eastern deadhead rule reads as follows:

"*Article 16. A—Deadheading*

Deadheading or travelling passenger on railway business with the proper authority will be paid for as follows

(1) Deadheading paid separately from service will be computed on the basis of miles or hours whichever is the greater, with a minimum of one hundred (100) miles, overtime *pro rata*, at the minimum rate applicable to the train on which the engineer travels.

(2) When deadheading is coupled with service paid for at road rates, such deadheading time and any dead time will be taken into account with the time occupied in other service when computing overtime, and the time or mileage will be paid for at the highest rate applicable to any class of service performed with a minimum of one hundred (100) miles.

(3) When deadheading is coupled with service paid for at yard rates, such deadheading time and any dead time will be paid for separately for the time occupied in yard service, miles or hours whichever is the greater. If deadheading is performed on a passenger train it will be considered as passenger service, and if on a freight train as freight service."

Deadhead rule in the Western Regions reads as follows:

6.10—Deadheading

(a) Deadheading on Company's orders will be paid actual miles at minimum passenger rate, actual miles or hour to count, figured from time ordered for to time of arrival (Minimum Day except in case of continuous service).

(b) Deadhead time will not be paid to men going to or coming from outside points when the movement is due to relief being furnished engineers in accordance with mileage regulations or as a result of the application of the 5-day work week in yard service.

(c) Deadhead time will not be paid when moving from one home terminal to another home terminal in the exercise of seniority.

The Western rule provides that engineers when deadheading are paid at minimum passenger rates regardless of whether the deadhead service is performed on freight trains or passenger trains.

The Brotherhood submits that the number of passenger trains operating is steadily being reduced, and that accordingly more deadheading must be performed on freight trains with the length of time required to complete the trip increased, and the request is that locomotive engineers required to deadhead will be paid at the minimum rate applicable to the train on which the deadhead is performed.

Recommendation— The Board is of the opinion that the benefit of the Eastern rule should be applied in the West now without waiting for a comprehensive review of East and West rules taking place.

14. Final Terminal Time

The request is that Article 7 of the Atlantic and Central Region schedule apply to Western Region.

According to the Brotherhood submissions, the Western Region locomotive engineers have operated under a very brief rule which designates payment for final terminal delay, and disputes have arisen and local agreements have been drawn up to take care of the local disputes, and the Brotherhood says that with the installation of centralized traffic control and the building of new electronic hump yards, it is more difficult to sensibly apply the Western rule.

The Eastern-agreement rule requires payment of time-and-a-half for overtime, but the Western-agreement rule does not. It would appear that time-and-a-half has never applied in the Western agreement, and under the McAdoo award, old rules, except those applying at initial and final terminals, in conflict with payments of single time, were to be relinquished if the concessions which the award made, including time-and-a-half for overtime, were to be made effective in their entirety.

This Brotherhood request, while having some merit, is tied up with the larger problem of trying to work out an agreement satisfactory to the Company and the Brotherhood which will bring about uniformity of East and West rules.

Recommendation— The Board is of the opinion that this request is one which should be again considered, with the Company and the Brotherhood each attempting to achieve uniformity in rules.

15. Transportation

This request is that locomotive engineers relieved at a point other than that from which they started the day's work, will be furnished transportation and returned to starting point, and will be considered as in continuous service until the arrival at such starting point.

In support of the request for this rule, the engineers submit that since they are usually furnished with lockers at the point where they report for duty, they leave their street clothes in the lockers while on duty, and if they travel to starting point in a car they leave the car nearby, and so on completion of the trip at the end of the day's work, they must return to the point from which they started to get their clothes and their car.

The Brotherhood says that in many large terminals there is more than one place where a locomotive engineer may be required to report for duty, and frequently the engineer is required to get his engine at point A and on the return trip to deliver the locomotive at point B, sometimes 10 or 15 miles apart. The engineer is then required to travel by public transportation available back to the point of starting in order to secure his clothing, and the Brotherhood submits that often transportation is not available.

It would appear that while the Brotherhood's request does not definitely say so, this request has mostly to do with engineers working in yard service. From the Company's point of view it would appear that the rule as requested would be impracticable, because the work is often done in many small yards and sometimes the work of successive crews involves moving from one part of the terminal to another, or from one yard to another, and such crews frequently come on duty at one point and are off duty at another.

The Company submits that if it had to meet all the contingencies connected with the proposal, and return employees at the end of the shift to the point where they went on duty, each locomotive might be involved in unproductive service. It would appear that the importance of this request arises because of the situations which may exist in large terminals such as Montreal, Toronto, Winnipeg and Vancouver. The Company says that the difficulties which the Brotherhood envisages can best be taken care of by local arrangements.

Recommendation—The Board is of the opinion that the Company's view of this is the correct one, but it is also of the opinion that where employees come on duty at one place and off duty at another some distance away, it should be the responsibility of the Company, in the event that public transportation is not readily available, to provide transportation for employees back to their starting point.

16. Work Train Guarantee

The Brotherhood wants Article 5.5 of the Western Region to read as follows: "Engineers assigned to work-train service will be allowed one day for each 24 hours so held, whether at or away from home terminal, except as otherwise provided in Article 5.8."

The Western Region agreement now provides for a guarantee payment when the engineer assigned to work-train service is held at an away-from-home terminal, but when an engineer assigned to a work-train service is held at his home terminal, there is no guarantee payment provided for him. The Brotherhood's request is that since the engineer is held he should have a guarantee payment apply at the home terminal as well as at the away-from-home terminal.

This points up still another difference between the schedules in the Eastern and Western agreements. The Company says that the rule was designed to reimburse engineers on work-train service for out-of-pocket expense when away from their home terminal.

Recommendation—This, in the Board's view, is another rule request which should be considered when the Company and Brotherhood get around to working out an arrangement to achieve uniformity between the rules of the East and West, and the Board therefore does not at the present time recommend any change in this rule.

17. Other Positions—Seniority Rights

This request has to do with the desire of the Brotherhood to be able to have engineers retain their rights on the seniority lists and be granted leave of absence if the Brotherhood asks that they be granted leave of absence.

The Brotherhood would have the Eastern rule read: "Engineers accepting a position of salaried chairman or other position with the Brotherhood or an official position with the Railway, shall be granted leave of absence if required, and retain their seniority rights", and the rule the Brotherhood desired in the Western Region schedule, "Engineers accepting official positions in the Company service or employed by the Brotherhood of Locomotive Engineers will be granted leave of absence if required and retain their rights on the seniority list."

At the present time the rule in the West reads as follows:

"Engineers accepting official positions in the Company service or employed by the B. of L.E. will retain their rights on the Seniority List."

And the rule in the East reads as follows:

"Engineers accepting a position of salaried chairman or other position with the Brotherhood or an official position with the Railway Company shall retain their seniority rights."

Recommendation—The Board is of the opinion that this rule should be re-drafted and made uniform as between East and West, and that it should be written in such a way as to give leave of absence to full-time Brotherhood employees who are engaged in servicing the collective agreement between the parties. Notwithstanding the fact that the Company may feel that it has a right to refuse leave of absence under the terms of the present agreement, the Board also is of the opinion that, if as the Brotherhood asserts, the Company has refused leave of absence of the Brotherhood employee by the name of F. C. Lutes, who has been on leave of absence as a special representative of the Brotherhood for 11 years, this leave of absence should be granted provided Mr. Lutes, while employed with the Brotherhood is doing exactly the same work as he has been doing for the last 11 years while he has been on leave of absence.

18. Homes—Compensation for Moving

This request is that when a locomotive engineer is forced to move away from his home terminal, to exercise his seniority to enable him to work because of Management's desire to run trains through two subdivisions or through existing home terminals, or through former turn-around points, that such engineer should be compensated by the Company for the moving of his household effects, and further, should be compensated for monetary loss arising from the forced sale of his home.

This whole knotty question of whether or not employees should be compensated in circumstances where, because of changing working conditions, they may be required to move to other towns or localities, if they are to keep their jobs, has now reached the discussion stage in the Canadian Parliament. Recently the Minister of Transport announced to the House that this whole question will be referred to a parliamentary committee at the next session for investigation and report. The matter that the Brotherhood raises in this request is a most complicated one, and could be extremely costly if the Brotherhood's request were granted. On the other hand, there are many arguments which the Brotherhood has advanced to show that in some circumstances, the employee's plight when forced to move because of operational changes, should to some extent and in some way be alleviated by some form of compensation.

Recommendation— In view of what has been stated above, because this whole matter will shortly be considered by parliamentary committee, the Board does not see fit to make any recommendation with respect to this request.

19. Basic Rates of Pay

This will be dealt with at the end of this report.

20. Preparatory Time

The request is that locomotive engineers be allowed thirty minutes preparatory time for one unit, plus ten minutes for each additional unit in the locomotive consist, and in support of its request the Brotherhood reviewed before the Board all of the work which the engineer is required to perform before starting out with his engine.

The board has before it a request for elimination of the preparatory time arbitrary, and this request amounts to an extension of the preparatory time arbitrary.

Recommendation—In view of the recommendations dealing with this section of the Company's request relating to arbitraries, suffice it to say that the Board does not see fit to recommend the change the Brotherhood desires with respect to increasing preparatory time arbitrary.

21. Long Runs

The Brotherhood's request that two engineers be employed on all runs over 200 miles in either freight or passenger service.

The Brotherhood says that by reason of the time made in operating more than 200 miles, the engineer, who is required to remain in a fixed position sometimes for a period of 6 hours or more, and at the same time be completely alert for all signals, orders, etc., is working under severe mental and physical strain. The Brotherhood says the engineer is not able to stretch his legs, walk around the car, nor have a meal, and is not even able to rest his eyes, and further, it requests that if runs are more than 200 miles, they should be manned by a second locomotive engineer.

The Company, on the other hand, says that this request is simply an attempt on the part of the Brotherhood to prohibit, or at least limit, the Company's desire to run through two sub-divisions. The Company asserts that in the days of steam power, a day's run for a steam engine was 100 to 125 miles, and round-house facilities were thus spaced this distance apart, but that since diesel power does not require frequent servicing, it may be run 300 miles or more without being fuelled. It is submitted by the Company that at the present time some engineers operate assignments on sub-divisions in excess of 100 miles in length, and for their own convenience double back with little or no rest at the turn-around, thus accumulating up to 300 miles without booking rest.

It is also submitted by the Company that many of the runs which exceed 200 miles are sometimes preferred by the employees because the assignments have regular starting time, and this helps the employees to arrange sufficient rest before starting on their trips.

Recommendation—The Board is of the view that since no specific examples of undue fatigue being experienced by engineers who are required to run in excess of 200 miles have been brought to the attention of the Board, and since this matter is related to the matter of hours on duty before booking rest, which has already been dealt with, the Board is of the opinion that it should not at this time make any recommendation in favour of this request.

Company's Proposals

The Company's first proposal reads as follows:

1. Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area

Eliminate all references to arbitrary allowances (Preparatory Time—Articles 3-A, 7-C, 8-C; Inspection Time—Articles 4-D, 7-H, 8-E; Change-off Allowances on Locomotives operating through Terminals—Articles 3-B, 7-D; Allowance when Work Trains Tied Up Away from Terminal—Article 11-B; Housing and Taking Locomotives Out—Article 18) and provide that locomotive engineers in all classes of service will be compensated on the actual minute basis from the time required to report for duty. Such time to be paid for at *pro rata* rates and used to the extent necessary to make up the basic day.

Prairie and Mountain Regions

Eliminate all references to arbitrary allowances (Preparatory Time—Articles 2.8, 3.8, 4.10, 5.3; Inspection Time—Articles 2.12, 3.15, 4.12, 5.4; Change-off Allowances on Locomotive Operating through Terminals—Articles 2.9, 2.12, 3.9 3.15; Article 5.4; Housing and Taking Engine Out—Article 6.22) and provide that locomotive engineers in all classes of service will be compensated on the actual minute basis from the time required to report for duty. Such time to be paid for at *pro rata* rates and used to the extent necessary to make up the basic day.

This proposal has to do with the elimination of arbitrary allowances.

It will be recalled that the Brotherhood had requested certain increases with relation to arbitrary allowances. The arbitrary allowances are payments to which engineers are entitled for certain periods of time before the commencement of the trip and at the end of the trip, and for certain time when engines run through terminals.

The Company submits that the situation on its railroad is parallel to that existing on the Canadian Pacific Railway and that certain arbitrary allowances have been changed on the Canadian Pacific Railway, and that the changes have been in force for some considerable time. The Kellock Commission dealt with arbitrary allowances, and in general made certain recommendations after coming to the conclusion that the agreements concerning arbitraries should be dropped, and that the collective agreement should be amended to provide for payment for the time required for the performance of the actual service.

The Brotherhood submits that because the arbitraries have been in existence for a considerable number of years, they must now be considered as part of the wage structure and that to change the allowances for arbitraries would in effect be changing the wage structure.

Recommendation

Road Service—Since certain arbitraries have been changed on the C.P.R. and the Northern Alberta Railway, the Board is of the opinion that certain arbitrary allowances should be changed, and that the new agreement be made to conform to those presently in force on the C.P.R. and N.A.R.

The Board therefore recommends that effective as of January 1, 1962, in road service there be 15-minute preparatory and inspection time, and that the arbitraries for the forthcoming contract should be made to conform to those presently in force on the Canadian Pacific Railway and the Northern Alberta Railway.

1. Shop Preparatory. The Board recommends that effective as of and from January 1, 1962, the shop preparatory time be reduced from 30 to 15 minutes.

2. Run-Through Preparatory. The Board recommends that 15 minutes be allowed for run-through preparatory. This means that there is no change recommended in the Eastern agreement, but that in the Western agreement the change means that the run-through preparatory time is to be reduced from 45 to 15 minutes.

3. Shop Final Inspection. The Board recommends that this time be 15 minutes. This means a reduction from 20 to 15 minutes in the Eastern agreement and from 45 to 15 minutes in the Western agreement.

4. Run-Through Inspection. The Board recommends that this be 15 minutes. This is a reduction from 45 to 15 minutes in the Western agreement and no change to the Eastern agreement.

Yard Service—The Board recommends 10 minutes preparatory time in yard service, and 10 minutes final inspection time. This is reduced from the previous allowance of from 15 minutes for preparatory and 15 minutes for final inspection in yard service. Such reduced time allowances for the above arbitraries will be paid for at *prorata* rates and used to the extent necessary to make up the basic day.

Work Train Service—The allowance upon completion of a day's work when tied up at away-from-home terminal or at-home terminals, will be reduced to 15 minutes.

2. Atlantic, St. Lawrence & Great Lakes Regions Excluding Newfoundland Area

Revise to read:

Definition of a Separate Run: Engineers used out of or at initial or final terminal to perform service other than that in connection with their train, before commencing or after completing trip, will be allowed a separate day for such work. It is understood that on branch runs, or at terminals where no yard engine(s) is on duty, road engineers may be required to do yard switching, and will be considered as in continuous service. Passenger crews will not be required to do freight switching.

The present rule simply says that engineers used out of or at initial or final terminal to perform service other than in connection with the trip for which they were called, before commencing or after completing such trip, will be allowed a separate day for such work . . . .

The Company's request for this revision, if granted, means that engineers used out of or at initial or final terimnals, would have to perform service in connection with their own train. This proposal should be considered along with Company proposal No. 3, which reads as follows:

3. Article 7—Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area.

Revise to read as follows:

G—Release at Final Terminal:

Engineers on arrival at objective terminal after performing switching required in connection with their own train and putting their train away (including caboose) will be considered released from duty. Should they be required to perform other work when yard engines are on duty or to make short runs out of the terminal they will be paid one hundred (100) miles for such service. It is understood that where no yard engine is on duty road engineers will do yard switching and will be considered as in continuous service.

Proposal No. 2 would remove the limitation in the rule at present that prohibits road crews in passenger service from doing switching in connection with their own train, and proposal No. 3 would remove a similar limitation having to do with freight service.

At present the rule doesn't even permit road crews to make switches in connection with their own train to the extent of putting away their own caboose at the final terminal if a yard engine is on duty.

The Company urged the Board to recommend the revision suggested in the interests of efficiency, and submits that because there is no functional difference between the road and yard work, that its services should not be separated by an iron curtain by some specific place or location of work alone.

On the other hand, the Brotherhood submits that to require passenger engineers to perform yard switching, even with their own train, after the arrival of their train at its final terminal, would mean that the carrier could hold an engineer on duty for hours after completing his trip, and that such work would be performed at the yard-switching rate of some 25 per cent less than the locomotive engineers in assigned yard service receive. Also, because present Article 7(g) gives complete flexibility where switching is required at terminals where no yard engine is on duty, there is no need to hold engineers for this purpose, and if he were so held he would be performing work after he has yarded his train at a rate of some 15 per cent less than that of locomotive engineers in yard service.

Recommendation—In view of the fact that the Company's request is limited to the right to ask engineers to perform switching connected with their own train, the Board is of the view that the Brotherhood's criticism of the request is not fully justified. In view of the increases in pay herein later recommended, the Board recommends that this request of the Company be granted.

4. Article 2—Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area

Revise to read:

F—Called for Straight-Away or Turn-Around Service:

1. Engineers will be notified when called whether for straight-away or turn-around service and will be compensated accordingly. Such notification will not be changed after leaving the initial terminal unless necessitated by circumstances which could not be foreseen at time of call such as accident, locomotive failure, washout, snow blockade, or where the line is blocked.
2. Engineers may be called for turn-around service only when the distance from the initial terminal to the turn-around point is one hundred (100) miles or less.

Article 7—Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area

Revise to read:

A—(3) Engineers will be notified when called whether for straight-away or turn-around service and will be compensated accordingly. Such notification will not be changed after leaving the initial terminal, unless necessitated by circumstances which could not be foreseen at time of call such as accident, locomotive failure, washout, snow blockade or where the line is blocked.

A—(4) Engineers may be called for turn-around service only when the distance from the initial terminal to the turn-around point is one hundred (100) miles or less.

The Board was advised by the Company that it understood that the above request had been accepted in principle by the Brotherhood, but the Brotherhood said before the Board that the request had not been accepted.

It would appear further that this matter is one which is best capable of satisfactory solution if it is resolved in direct negotiation between the parties.

Recommendation—For these reasons the Board does not see fit to make any recommendation in connection with the above request.

5. Article 9—Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area

D—Switching at Terminals and En Route: Engineers coming in from snow plow trips will not be required to do any switching at terminals, except to put their own train away if no yard engine is immediately available. At points en route, engineers will not do any switching except when necessary to move cars in order to plow out a track or tracks, or to spot rush cars, unless plowing has been discontinued and the plow is being handled dead.

The present rule reads as follows:

"Engineers coming in from snow plow trip will not be required to do any switching at terminals except to put their own train away if no yard locomotive is immediately available. At points en route engineers will not do any switching, except when necessary to move cars in order to plow out a track or tracks."

The Company in its submission states that with the advent of diesel, the snow-plow train crews are no longer confronted with a condition in which they are wet and uncomfortable when they return from a trip, and that the Company should be allowed certain versatility at certain times in the use of the snow-plow engineer. It also points out that the Western crews already perform the service that the amendment to the Eastern contract would allow the Company to require the Eastern engineers to perform.

On the other hand, the Brotherhood submits that many diesel locomotives have poorly fitting doors and poorly-fitting weather stripping, and that as a result thereof, the snow conditions in engines operating in snow-plow service are not much better than formerly.

The Brotherhood also states that the rule was tested by the Brotherhood in Canadian Railway Board of Adjustment case No. 708, in which the carrier claimed the right to, and did force, the locomotive engineers to haul trains from the turn-around point back to the initial terminal. Further, the Brotherhood stated the Board had ruled that the

Company was in error and upheld the contention of the employees that such practice was improper, and that to require enigneers, who are often subjected to a thorough wetting in handling the plows, to keep on working in switching a train and hauling it over the road, would mean they would have to work with the windows open in severe weather at a time when their clothes are wet.

Recommendation—While the Board has some sympathy with the Company's anxiety to increase the versatility of the engineers, as the granting of this request would, this request is another one seeking a rule change which should be dealt with when a comprehensive review of the rules takes place in direct discussions between the parties.

6. Article 15—Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area

Revise to read as follows:

A—Attending Locomotives and Steam-Generator Units: Engineers called to attend locomotives or steam-generator units after termination of trip or day's work, will be allowed pay at the *pro rata* minimum freight rate per hour for all the time so occupied, with a minimum of two (2) hours. Time paid for under this rule shall not be used to make up the basic day.

The Company asserts that the rule as it is at present was written to cover locomotives under steam, and the Company now asks that the rule be made to fit the needs of its operations.

The minimum time to be paid for call-out under its suggested rule, the Company states, is two hours.

During cold weather, it appears that a "watchman heater" on the locomotive sometimes requires attention to prevent the water from freezing in the cooling system, and that when the "watchman heater" doesn't function properly, an alarm sounds, and the horn blows until the correction is made, and this horn is usually answered by the engineer, whose sleeping quarters are usually close to the place where the alarm sounds.

The Brotherhood asserts that since the advent of diesel locomotives, engines which tied up at outlying points are left untended from the time the engineer goes off duty until he reports for duty at the commencement of his next day's work. In the days of the steam locomotive, engine watchmen were assigned to look after steam locomotives not in charge of a locomotive engineer, and the Brotherhood submits that under Article 29 of the engineers' schedule, since the regularly assigned engineer is completely released from duty from the end of the trip, or day's work, until again required for his regular assignment, that he should not be called upon to answer the "watchman heater" alarm, or if the Company does feel that the engineers should be called upon, they should be paid the minimum payment of the daily guarantee for passenger service.

Recommendation— It is the Board's view that the rule should be amended to read as follows:

Engineers called to attend locomotive or steam-generator units after the termination of trip or day's work will be allowed pay at the *pro rata* minimum freight rate per hour for all time so occupied with a minimum of four (4) hours for each call. Time paid under this rule shall not be used to make up the basic day.

In other words, the Board's view is that a four-hour call-out is more realistic, having regard to practice in industry, than the two-hour call-out as suggested by the Company.

7. Article 58—Atlantic, St. Lawrence & Great Lakes Regions, Excluding Newfoundland Area

Health and Welfare—Substitute $4.82 for $4.87.

Article 6.16—Prairie and Mountain Regions

Health and Welfare—Substitute $4.82 for $4.87.

The Board is told that in the settlement with the Brotherhood of Locomotive Engineers in 1956, the engineers were granted $4.25 per month per employee performing any compensated service during the month in lieu of health and welfare plan, and in negotiations with the Brotherhood in 1959, it was agreed that the Company would increase the payments to engineers in lieu of health and welfare from that $4.25 to 4.87 per month.

The Board is now told that the premium for the non-operating employees health and welfare plan was again changed effective January 1, 1961, and that the employees' deductions and the Company's contributions were decreased from $4.87 to $4.82, and therefore the Board is requested to recommend a principle of equality in these pay-payments.

Recommendation—The Board agrees that in Article 58, Atlantic, St. Lawrence and Great Lakes Regions and in Article 6.16, Prairie and Mountain Regions—Health and Welfare, the figures of $4.82 should be substituted for the present $4.87.

8. Article 3.12—Prairie and Mountain Regions

Switching at Canadian National Railways Junction Points: Delete.

The present Article reads as follows:

> "Through-freight rates on the basis of twelve and one-half (12½) miles per hour will be paid engineers in through-freight service for all time occupied in switching at Canadian National Railways junction points, and this time will be paid in addition to pay for the trip. Such time will be deducted in computin overtime for the trip, and this switching will not be regarded as constituting switching at an intermediate point under Article 3.19. Interrupted time of 30 consecutive minutes or more, preventing the continuance of switching operations, will be deducted in computing time for switching at Canadian National Railways junction points."

The Company asserts that there is no counterpart in the Eastern agreement for this junction switching, and says that it provides for time within time and contravenes the principle of the so-called Conversion Rule and thus it proposes its elimination.

The Brotherhood, on the other hand, asserts that the dual system of pay is intended to be a piece-work system, and that when engineers in road service operate on a piece-work basis, then a mile covered represents a certain unit of work, and if an engineer is required to perform work on a wayside station, he is doing something less than hauling his train over a number of miles between the initial and final terminals, and thus is prevented from performing work on a piece-work basis. Further, it asserts that the Conversion Rule only partially takes care of the difficulty which would be apparent if the Company's request were followed. The Brotherhood also states that the time occupied with junction switching cannot be used in computing overtime.

Recommendation—The Board is of the opinion that this is one of the rules which the parties should examine again between contract terms when their committees meet in an endeavour to make the Eastern and Western contracts uniform, or nearly uniform.

9. Article 6.11—Prairie and Mountain Regions

Detention and Switching at Intermediate Terminals: Delete.

The present Article reads:

> "Trains running over more than one subdivision, engineers will be paid all detention and switching at designated terminals between their initial and arriving points.
>
> "All time-table trains will be paid all time at terminals as per Articles 2.10, 6.11 and 3.10, except that first ten (10) minutes will not be paid for when dead time is shown in time table."

The Company says that this rule should be deleted because, like junction switching, it provides for payment of time within time, and is applicable to passenger service as well as freight service. The Brotherhood in reciting this request advanced the same arguments as have been recited in connection with the Company's request for deletion of the rule relating to junction switching.

Recommendation—This again is one of the rules which should be considered between the committees of the Brotherhood and the Railway when they meet to seek uniformity in the rules relating to the contract in the East and in the West.

10. Article 32-A—Atlantic, St. Lawrence and Great Lakes Regions, excluding Newfoundland Area. Article 6.50—Prairie and Mountain Regions

Sleeping Quarters: The Company will supply comfortable and sanitary sleeping quarters where reasonably required. Company-owned quarters will be equipped with spring beds, mattresses, blankets, sheets, towels, pillows and pillow cases, screen doors and windows, cook stoves and cooking utensils, free of charge. Lavatories and washroom facilities will be supplied where sewer connection is available. Sleeping quarters to be for the use of enginemen and trainmen and to be kept in good condition.

The present rules relating to sleeping quarters are found in Article 32-A of the Eastern agreement and Article 6.50 of the Western agreement. The Company's proposal, if accepted, would eliminate two restrictions which the Company suggests are undesirable and not in keeping with modern conditions. The Company's proposal would eliminate the requirement that sleeping quarters be used for "enginemen only", and it would also allow the Company to utilize public sleeping accommodation where available instead of separate and Company-owned accommodation.

The Brotherhood states that there is a very good reason why sleeping quarters are provided for enginemen only, that is, that on account of the unusual nature of an engineer's duties, as related to those of other employees or train-crew members, that the engineer be assured of having a place to rest which is suitable, not only in the physical sense but also in an atmosphere which is compatible. The Brotherhood in fact says that since the locomotive engineer is subject to take orders from the conductor, to require engineers to spend their off-duty hours with such persons would not tend for such good relationships.

Recommendations—In the Board's view, while there may be some merit to the Brotherhood's contention, it feels that the Company should not be required, under

modern conditions, to provide sleeping quarters for use of enginemen only, and that it also should have the right if it so desires, to provide sleeping accommodation from public sources, such as hotels, motels, etc., provided the lodging is of a suitable and sanitary type, and there is a certain degree of discrimination in a rule which provides that sleeping quarters should be provided separately for a certain class of Company employees.

For these reasons, the Board would recommend that the Company's request for a revised rule having to do with sleeping quarters be allowed.

Rates of Pay

The Brotherhood request is that basic rates of pay, arbitraries, and special allowances be increased by 15 per cent, and in support of its position, the Brotherhood lays great stress on its submission that the relative position of the wage rates of the engineers vis-a-vis those of wage earners of other sectors of the Canadian economy has deteriorated drastically since the prewar period, and in the postwar period as well, and submits that the differentials earlier enjoyed should be restored.

The Brotherhood submitted a great deal of material in support of this contention, that the increases in basic rates of locomotive engineers have lagged behind those of non-railway skilled workers, and submitted statistics which would indicate that the rates of locomotive engineers on the C.N.R. have increased between 116 and 171 per cent since 1939 and between 73 and 111 per cent since 1946, while employees in non-railway skilled classifications have had their wage rates increased 269 per cent since 1939 and 147 per cent since 1946.

Further, it submitted that the general wage rates in manufacturing have risen 288 per cent since 1939 and 140 per cent since 1946, while in durable goods manufacturing, the increase in the general wage rate has been 297 per cent since 1939 and 141 per cent since 1946, and that the over-all wage level in Canada as measured by the General Index over-all average has risen 259 per cent since 1939 and 131 per cent since 1946. These figures are the October 1960 figures, and from these submissions the Brotherhood argues that it would require a much higher increase than that asked to restore the differentials even as they existed in 1946.

The comparisons just referred to affect basic rates of pay, and since locomotive engineers in freight and passenger service work on a piece-work system based on mileage, the Brotherhood submitted certain trends with relation to earnings rather than basic rates.

In general, the Brotherhood submitted from the statistics that it filed, it should be concluded that the trend in C.N.R. engineers' average earnings has lagged behind the trend in durable-goods manufacturing since 1939. However, it is admitted by the Brotherhood that the figures since 1946 show a somewhat different trend.

In the durable goods industry as of January, 1961, compared with an index of 100 for 1946, the average male earnings have increased to 248, whereas with passenger engineers the average hourly earnings in 1946 of 1.959 increased in 1960 to $4.94; for freight engineers in 1946, 1.448 increased to $3.70, and yard engineers 1.136 increased to $2.67, or an increase in this period of time for passenger engineers to 252 (Index 100), for freight engineers to 256 (Index 100) and to 233 (Index 100) for yard engineers.

From this it is apparent that since 1946, the average hourly earnings of passenger and freight engineers have increased slightly more than the average hourly earnings of male wage earners in durable goods, while the average hourly earnings of yard engineers have increased only at a slightly lower rate than the average hourly earnings of male wage earners in durable goods.

Productivity

The Brotherhood also rests its case for an increase on the submission that the rates of earnings of locomotive engineers have not kept pace with the increase in productivity of their labour, and submits that revenue traffic units per man hour worked by locomotive engineers have increased 77 per cent between 1939 and 1960, including a 59 per cent rise since 1951, while at the same time hourly earnings have increased only 45.5 per cent since 1939.

The Brotherhood then discusses the question as to who is responsible for the increase in productivity, and acknowledges that "dieselization" has unquestionably been a major factor in making a rapid rise in productivity possible, at the same time emphasizing its point that trains don't move by themselves and that heavier train loads produce a marked increase in productivity.

The Brotherhood also suggests that yard automation will produce comparable increases in yard productivity to those already shown in road-service productivity. The Brotherhood frankly admits that there is no way to determine the extent to which each factor of production has contributed

to this rise, but urges that engineers are entitled to a substantial increase in return, by reason of their contribution to increased productivity.

The Board is of the view that productivity in industry or service is not directly translated into increased earnings, and increased productivity does not in every case create increased ability to pay higher wages.

There has been increased productivity in railway operations, but the experience of the railroad has been that by reason of the inroads of competitive forms of transportation, the total freight-revenue ton-miles of all types of transportation in terms of constant dollars has increased at several times the rates of increase of freight revenue enjoyed by railways during the last 10 or 12 years.

The Brotherhood of Locomotive Engineers is vitally concerned with the continued operation of the railways; and while it is not capable of logical proof, the conclusions to a greater or lesser extent are inevitable (by reason of the competitive position of the railway mentioned) that increased labour costs force railways, wherever possible, to decrease the number of employees.

This tendency would doubtless go on anyway, whether wages were static or not, but substantial increase in wages accelerates the tendency to contract the size of the labour force. Therefore any increased labour costs which amount in railway operations to over 60 per cent of the revenue dollar, before being recommended, must be amply justified.

In answer to the Brotherhood's submission that substantial increases should be made to restore differentials, the Company says, and the statement has some substance, that settlements of previous contracts have been made without reference to restoration of differentials, and that this Board should not have added to it the responsibility of re-examining the merits of all settlements since 1939, and that the Brotherhood's urging that 1939 differentials should be restored is an obvious type of reasoning with necromantic overtones.

The Company further says that percentage wage adjustments for the purpose of maintaining differentials over a given period of time are not compatible with the functioning of a free economy, and that fundamental differences in characteristics as between individuals, industries operating in an economy rise and fall from time to time, and that there is no real good reason why in our economy, there should be any perpetuation of past relationship.

It is understandable that the Brotherhood, who in 1939 enjoyed an enviable rank as far as wages were concerned in the economy, does not like to lose its position, but the Board is of the view that there is no good and valid reason why labour values in relation to other labour values must remain static in a non-static economy.

Also, beyond that, if one uses 1939 or 1946 or any other specific year as a basis for comparison, many factors would have to be known about the economy and the relative importance of various industries in the economy as compared to the relative importance now, before one would be in a position to even consider that a greater percentage rise in one section of the economy in wage rates is an indication of a depressed state of wages in another section of the economy showing a lesser increase.

The Company points out that wage and fringe benefits represented 62.5 per cent of every railway revenue dollar earned by the Canadian National in 1960, and therefore any additional wage costs are very burdensome, more so than to many other industries.

The Company submits that it should be important to the Brotherhood members to have the greatest possible stability in employment, and that by their insistence upon large wage gains which have costly implications the result will mean ultimate loss in employment for the engineers.

The Company answers the Brotherhood argument that engineers' wage levels should reflect their extensive training, heavy responsibility and inconvenience arising from the time spent away from home, by saying that mechanics, electricians, machinists, pipe fitters and many other trained people, serve long apprenticeships before enjoying journeymen's wages. Engineers, however, shortly after they have commenced employment as firemen, receive the regular rate of pay for that classification and then move, after a period of three years' training, to become "classed" engineer.

The Company further submits that with the advent of "dieselization" there has been no significant increase in skilled effort and responsibility, but on the other hand, the physical work and the skill in itself have been reduced while the responsibility has not greatly increased.

The Company says that locomotive engineers are well paid, and that from the earnings data it now appears that 90.9 per cent of the engineers who worked during every pay period as locomotive engineers, earned in excess of $6,000.00, while 25.9 per cent earned more than $8,000.00, and further,

the locomotive engineers in 1960 averaged $7,259.00 and that earnings show that locomotive engineers are still among the aristocracy of employees in the Canadian economy.

The engineers have had, since May 1956, the following increases:

May, 1956	—	6 per cent
November, 1956	—	2 " "
June 1, 1957	—	3 " "

all based on rates in effect prior to May, 1956.

May, 1958	—	2 per cent
February 16, 1959	—	3 " "
September 1, 1959	—	3 " "
May 1, 1960	—	1½ " "

These increases from and including May 1 were for Western engineers, and the Eastern engineers received increases of:

2 per cent	—	May 1, 1958
3 " "	—	March 1, 1959
3 " "	—	September 1, 1959
1½ " "	—	May 1, 1960.

These increases were based on wages in effect April 30, 1958. So that in effect, since May 1, 1956, the engineers have received a total percentage increase of 20½ per cent, a very substantial increase for the past five years.

Cost of Living

There has been a very modest increase in the Consumers' Index Cost of Living in the last two years, and in the period 1945 to 1960 the Consumer Price Index increased 70.7 per cent, whereas the engineers' compensation increases during the same period were substantially in excess of this.

Current trends in wage settlements across the country show that with some exceptions, settlements in general industry have been averaging 4 to 5 cents per hour.

The Company was able to establish, to the satisfaction of the Board, that there has been a serious decline in the railway share of transporting goods and persons across the country, and the Railway submitted to the Board that, in spite of efforts in either direction, the current year was going to show one of the largest operating deficits in the history of the Canadian National Railway.

Increases to other Employees

A very large group, in fact a high proportion of the total employees of the Railway, have recently received a substantial wage increase under a two-year contract. While both the Company and the Brotherhood submit, and it is recognized, that the engineers bargain collectively for themselves as a group, this Board cannot ignore the fact that the Company has paid substantial increases under the contract recently completed with the non-operating employees.

Recommendations—It is a difficult task for a Board to weight all the factors as submitted by the Company and the Brotherhood with respect to the application by the Brotherhood for an increase in wages, but the Board has carefully considered all the arguments for a substantial increase advanced by the Brotherhood, and has also weighed the arguments of the Company in relation to what, if any, increase should be recommended, and is now prepared and does recommend as follows:

Effective as of May 1, 1961, 1 per cent increase in basic rates of pay, arbitraries and special allowances based on rates in effect April 30, 1961.

A further increase of 1 per cent effective November 1, 1961 on the same basis.

A further increase in the first pay period following signing of the agreement of 1 per cent on the same basis.

A further increase of 2 per cent on November 1, 1962.

A further increase of 1½ per cent effective November 1, 1963.

Contract to run from May 1, 1961 to April 30, 1964. All increases based on basic rates of pay, arbitraries and special allowances in effect April 30, 1961.

When the increases above recommended are fully in effect, they will result in an increase in cents-per-hour earnings to passenger engineers of about 31.85 cents, to freight engineers about 24.05 cents, and to yard engineers about 17.55 cents.

In addition to increases recommended above, the Board recommends that since the engineers, or a large proportion of them, will suffer some loss in income by reason of the reduction in arbitrary payments hereinbefore recommended, even after any adjustments that may be made in running schedules are effective, that a settlement payment be made as soon as the accounting services of the Company can arrange such payment after the execution of the new contract, to each engineer, not exceeding $75.00 and payable on the following basis:

(a) For service as engineer in each of the eight pay periods immediately preceding December 1, 1961 .....$75.00.

(b) For service as engineer in seven of the eight pay periods immediately preceding December 1, 1961 .....$65.00.

(c) For service as engineer in six of the eight pay periods immediately preceding December 1, 1961 .....$55.00.

(d) For service as engineer in five of the eight pay periods immediately preceding December 1, 1961 .....$45.00.

(e) For service as engineer in four of the eight pay periods immediately preceding December 1, 1961 .....$35.00.

(f) For service as engineer in three of the eight pay periods immediately preceding December 1, 1961 .....$25.00.

(g) For service as engineer in two of the eight pay periods immediately preceding December 1, 1961 .....$20.00.

(h) Engineers who have performed service as engineer in less than two pay periods of the eight pay periods immediately preceding December 1, 1961 .....Nil.

All of which is respectfully submitted.

(*Sgd.*) J. C. ANDERSON
Chairman

(*Sgd.*) T. R. MEIGHEN
Member

DATED at Belleville, Ontario, the 28th day of November, 1961.

MINORITY REPORT

After having met with my colleagues on this Board, both in the conciliatory stages and in executive sessions, it became apparent that I could not associate myself with the recommendations which were drafted by the Chairman and endorsed by the Company nominee, my confrère Mr. Meighen. Although on some items I could possibly have agreed, the number and importance of my dissents made it more practical for me to prepare this minority or dissenting report in the course of which I shall indicate the points where I do concur with my colleagues.

I must say at the outset that I consider the report of a Conciliation Board not as an adjudication whereby arbitrators or judges decide what is right or wrong according to the strict evidence adduced, but only as a last effort to suggest to parties involved in an industrial dispute, a solution to their problems.

In this particular case, as the Board Chairman suggested at the outset of the hearings and got consent from the parties to omitting any kind of formal evidence, it becomes evident that in the absence of clear evidence on many points, no adjudication is acceptable nor fair, and I shall refuse to follow that line and restrict myself to indicate possible avenues of compromise to the parties.

A rather lengthy experience on these Boards has taught me the wisdom of such an approach.

I have carefully read the notes of the Chairman of the Board as endorsed by the Company nominee, and I shall follow the same order as close as possible in order to facilitate the work of the parties who may try to utilize all our notes in some way to effect a peaceful settlement of their *dispute.*

A—Requests of the Brotherhood

No. 1. Afternoon and Night Shift Differentials in Yard Service

This request is rejected by a majority of the Board because of extra cost involved. The other reason involved is that locomotive engineers are not to be compared with other workers.

The figures produced during the hearings indicate that not all engineers are in yard service, and among the latter only a fraction work on shifts. Therefore the cost would not be as substantial as alleged in the majority report. Furthermore, this extra cost must be considered in the package of increases that will eventually become the basis of settlement of the agreement.

One thing remains sure. The Brotherhood did establish in evidence that shift differentials are a universally recognized fact in industrial relations, and the percentages requested by the Brotherhood are standard, that is, 5 per cent for the evening shift and 10 per cent for night shift. Every worker in Canada will recognize the legitimacy of this demand and the percentages claimed by the engineers.

What is even more interesting is that the evidence has revealed that workers in the transportation field who work on approximately the same schedules and under practically similar conditions as locomotive engineers, do receive shift premiums: air transport, urban and suburban passenger transport, interurban bus and coach transport and trucking.

Finally I do not recognize the validity of the argument of my colleagues on that point for another reason. As will be seen from a summation of their recommendations, whatever is peculiar to locomotive engineers in their working conditions, they systematically recommend to abolish. One has to be logical. If locomotive engineers must be considered like any other category of Canadian workers and, therefore, just to relinquish peculiar conditions of work, then it is also imperative that they be granted all and everyone of the working conditions and benefits of other Canadian workers, including shift differentials.

I therefore recommend that in the next collective agreements, the shift differentials be inserted as requested by the Brotherhood.

No. 2. Annual Vacation with Pay

My colleagues have made a recommendation on this, granting four weeks of vacation with pay for employees who have completed 25 years' continuous service with a compensation of 8 per cent of the gross wages.

As a Board we did not have to make any recommendation on this, since both parties declared before the Board that they had agreed on the principle of this addition to the respective collective agreements and that the only point left in issue was the wording of the new rule governing it. A careful study of the respective texts proposed by the parties brings me to the conclusion that the Company text would open the door to disputes because of the language used.

I therefore recommend that the working of the new rule agreed upon by both parties be that of the Brotherhood.

No. 3. M. U. Cars

The Brotherhood expressed willingness during the hearings to re-discuss this demand in view of an overall settlement, and there I shall let it lie.

No. 4. Passenger Service

The Brotherhood requested that overtime in all passenger service be paid at the rate of 20 m.p.h.

Same recommendation as for No. 3 above.

No. 5. Preparatory and Inspection Allowance

By this request the Brotherhood is demanding the deletion of Articles 3-A and 4-D of the contracts.

It did appear during the hearings that the C.P.R. and the Brotherhood have a rule governing the work of engineers in preparing and inspecting consists. On the other hand my colleagues, as is easily seen by reading their report, often invoke the necessity of parity between the two Companies, C.N.R. and C.P.R.

This is a very good place to apply this parity and I fail to see how they could reject this opportunity.

I therefore recommend to the parties to insert in the next collective agreements, the same rule that appears in the agreements between this same Brotherhood and C.P.R. regarding preparatory and inspection time on all classes of service for all C.N.R. engineers.

No. 6. Statutory Holidays for Road Service Engineers on the Same Basis as for Yard Service Engineers

I realized with stupefaction during the course of the hearings, that the locomotive engineers did not enjoy the universally recognized principle of statutory holidays.

The majority of the Board recommends rejection of the Brotherhood demand for three reasons:

a. Increase in pay proposed by majority (in other words, cost)

b. It would be a departure in North American railway practice

c. Locomotive engineers have much leisure in road service since they work as an average below forty hours a week, and statutory holidays have always been granted to provide additional leisure without loss of pay.

As to reason (c) above, it is the first time in my experience that the justification for granting statutory holidays is thus explained. Statutory holidays with pay were granted in order not to deprive workers of their normal gains in case of a day less occurring in normal work weeks. From then it did develop in many instances into a straight fringe benefit.

That is so true that many classes of workers today who work less than 35 hours per week, e.g. photoengravers, printers, lithographers, still receive paid statutory holidays. Further, many categories of workers who are placed in the identical position described by the majority report, that is, having to work because of the nature of their work on these very statutory holidays, still enjoy them by way of an equivalent number of substitute days: fire-fighters, policemen, manual workers in cities, etc.

As to reason (b), I do not consider it serious enough to reject the demand. If every conciliator were to refuse to make a suggestion in any field of industrial relations because it would break new grounds, no progress would ever be achieved. If such a recommendation brings about a settlement, and if it does rectify an unbelievable backward area of the collective agreements between these two parties, I do not hesitate to recommend its adoption by the parties.

Here again I point out that my two colleagues in all of their report attempt to bring the working conditions of locomotive engineers in line with those of other workers by suggesting the abolition of everything existing which differs from other collective agreements. If so, what appears in the working conditions of every other worker in Canada must also be afforded to locomotive engineers and, whoever heard of a Canadian worker that does not enjoy paid statutory holidays in the year 1961.

As to cost, it of course is part and parcel of the overall increases in money benefits.

Finally on this point, the Brotherhood adduced solid evidence that in all other types of transport, statutory holidays are

an established and recognized fact and, even in the C.N.R., categories of operating employees already receive statutory holidays benefits.

I would recommend the adoption of the Brotherhood request.

No. 7. Held Away-from-home Terminal

During conciliation the Brotherhood expressed some willingness to discuss this request in terms of an overall satisfactory settlement. I shall leave it at that.

No. 8. Switching en Route, and No. 9. Switching at Terminals and Turn-around Points

Same remarks as for demand No. 7 above.

No. 10. Rest on Road

This demand of the Brotherhood led to long discussions before the Board. As may be seen it also brought long remarks by the majority of the Board. However, I take exception to one statement found therein. On page 14 it is stated ". . . until the Brotherhood can bring forward more specific instances of undue fatigue being encountered. . . ." Again, I repeat, that the parties were suggested not to bring any evidence by the Chairman of this Board.

I personally would have liked to hear very concrete evidence on this, since it does involve the safety of the public. Not having personally driven trains, it is with great attention that I listened to illustrations and read arguments by the parties in trying to visualize what it could be to drive a train containing either many human lives or valuable freight during a span of more than eight hours.

I have had occasion to drive cars on business for more than 8 hours a day when I was alone and, if it is any slight basis for comparison, I see much justification in the request of the Brotherhood, especially when I think of public safety.

On the other hand, I fail to see that it is the responsibility of the Brotherhood to go before the Board of Transport Commissioners. Let us imagine what kind of position the locomotive engineers would be placed in if the simple following query were to be thrown at them by members of that Board: "Are you pleading before us that you presently are endangering the lives of hundreds of Canadians?".

I would recommend the adoption of this change to the rule as proposed by the Brotherhood.

No. 11. Insurance

See my remarks as to items 7, 8, 9 above.

No. 12. Steam-generator Cars

In the course of conciliation before this Board, the Brotherhood made a concrete suggestion to the Carrier on this issue.

I refer the parties to such suggestion.

No. 13. Deadheading

I concur with my two colleagues on this point.

No. 14. Final Terminal Time

The request of the Brotherhood is that Article 7F presently in application in Eastern Canada be made applicable to the Western Region. My two colleagues on the Board admit that this request has merit and further on many other points they have recommended equalization between East and West.

Applying these criteria, I come to the conclusion that this request should be granted and become part of the new agreement between this Carrier and the Brotherhood.

No. 15. Transportation

After having read the briefs on this point as well as my colleagues' suggested solution, I would like to recommend the following rule.

Where employees come on duty at one place and off duty at another some distance away, it shall be the responsibility of the Company to provide transportation either public or otherwise at its own cost back to the starting point, and within 15 minutes of the end of work. Any time over 10 minutes to be considered as overtime and to be credited to the employee as such.

No. 16. Work Train Guarantee

See remarks regarding items 7, 8, 9, 11.

No. 17. Other Positions

I concur with my two colleagues on this item.

No. 18. Homes—Compensation for Moving

See remarks regarding items 7, 8, 9, 11, 16.

No. 19. Wage Increases

To be dealt with later.

No. 20. Preparatory Time

The Brotherhood wished to have an increase in time allowed. I shall deal with this later.

No. 21. Long Runs

See my remarks on item No. 10.

B—Requests of the Company

No. 1. Arbitraries Removed

The major request of the Company is the reduction of all arbitraries. A definition of what they are appears in the majority report and it reads:

"They are payments to which engineers are entitled for certain periods of time before the commencement of the trip and at the end of the trip, and for certain time when engines run through terminals."

The basic contention of the Company for justifying its request that they be reduced may be summarized as follows:

"We shall pay from the time required to report for duty." The basic contentions of the Brotherhood to justify their retention and increase in some circumstances may be summarized as follows:

"Before being capable of safely and adequately leaving engines after termination of duty, many minutes must be spent."

One additional allegation of the engineers is that across the years, the Carrier did recognize the truth of the position of the engineers to the extent that it did build into the wage structure allowances towards these extra minutes on the basis of arbitrary allowances.

A fundamental difficulty arises in my view in that many persons, including the Chairman of the present Board, have been impressed with the word "arbitrary." This is reflected in the approach which is, that these must disappear, and that the engineers must bargain them away and that the more time elapses, the less value they have. I am far from convinced that these allowances have only relative values or "arbitrary" values. I say that since they were accepted by both parties as being an integral part of wages, they have an absolute value, such as for instance when another union will state "We want a 10 cent increase of which 5 cents shall be applicable to basic rates of pay and 5 cents shall be deposited on behalf of each employee in a pension fund." If the Company agrees that 10 cents is justified, it is not because 5 cents of the 10 cents is turned into a pension fund, that it has only an arbitrary or relative value.

For that reason, I am quite unwilling to concur with my colleagues on their recommendation as to arbitraries reductions in road service, shop preparatory, run-through, preparatory, shop final inspection, run-through inspection, yard service, work train service.

My recommendations would be on different lines:

a. Regarding preparatory and inspection time for all classes of service: parity with the C.P.R. present allowances.

b. Any reduction in arbitraries to be compensated directly by an equivalent increase in the basic rate of pay, thereby inflicting no loss to any engineer. These increases in the basic rates of pay to be independent from and before the application of any general increase on the basic rates of pay.

I would also suggest that a third condition be admitted by Carrier and implemented by the agreement to be entered between it and this Brotherhood in case of reduction or disappearance of these arbitraries. As of the moment when the arbitraries are all gone, the engineers must be relieved of all and any responsibility for the mechanical condition of the locomotives.

In a plant, operators of machines are not requested to repair or maintain machinery before they start work and after they finish. Somebody else does that for them. They are not held responsible for mechanically maintaining machines. The same should apply to engineers when all allowances shall have been removed, if ever .

No. 2. Separate Run in Eastern Region

No. 4. Release at Final Terminal

We do not agree with the majority report granting this demand of the Company. It means that engineers could be required to perform switching after arrival at final terminal for hours after completion of the trip at much lower rates than yard-service engineers.

No. 3. Called for Straight-away or Turn-around Service

I concur with my colleagues on this item rejecting the Company request.

No. 5. Switching at Terminals and En Route

I concur with my colleagues on this item rejecting the Company request.

No. 6. Attending Locomotives and Steam-generator Units

I do not concur with my colleagues on this item.

No. 7. Health and Welfare

The Brotherhood, during the conciliatory stage before our Board granted the demand of the Company on this point, so I fail to see why there is a recommendation on it by the majority.

No. 8. Junction Switching

I concur with my colleagues in rejecting this demand of the Company.

No. 9. Detention and Switching at Intermediate Regions

I concur with my colleagues in rejecting this demand of the Company.

No. 10. Sleeping Quarters

I concur.

C—Rates of Pay—Retroactivity—Duration of the Agreement

I have read the notes of my colleagues on the problem of increases in wages. I definitely do not concur with either the motives or the conclusions arrived at. For years, settlements in the railway industry regarding wages in Canada have been the same for operating or running trades and non-ops.

As a matter of fact, it is notorious that it has always been the favourite argument of C.N.R. in opposing attempts by "ops" to break this pattern, to point out that settlements have always been the same for the two groups. It is also notorious that the Chairman of the present Board has supported this position of C.N.R. in other recommendations. I therefore come to the conclusion that the least that we can do is to grant a general increase in basic rates equivalent to that which form the basis of the non-ops settlement recently arrived at between C.N.R. and those groups of its employees.

During the hearings C.N.R. has offered the following:

2 per cent on October 1, 1961
2 per cent on October 1, 1962
1½ per cent on January 1, 1964

with the expiry date in May 1964 for a three-year agreement.

The Brotherhood did offer to settle on the basis of 2 per cent on the first of May 1961, 3 per cent on January 1, 1962 and 3 per cent on October 1, 1962 for a two-year agreement expiring on the 1st of May, 1963.

As compared to this the recent non-ops settlement was:

January 1, 1960	—	1.13 per cent
September 1, 1960	—	2.83 " "
May 1, 1961	—	4 " "

for a total of 7.96 per cent.

My suggestion for wage increases will at least be equivalent to this non-ops settlement.

Regarding some of the arguments used by my colleagues, I would like to comment as follows: Although C.N.R. has had less operations in recent years than previously, these operations are much more profitable. This is due to the greater productivity, of which a certain degree must be credited to more efficiency on the part of the engineers.

Regarding the average wages of engineers in 1960 and assuming that the figure quoted of $7,000.00 is correct, it still will not make of them "the aristocracy of employees." Even if it were so, we are living in a free economy where every Canadian citizen is told the Horatio Alger story. Therefore there is nothing wrong in engineers attempting to increase their standard of living. There is nothing wrong either in attempting to maintain their standard of living in comparison with other workers in Canada.

Regarding the increase of 20½ per cent in 5 years in the wages of engineers, I would like to say that this is standard for all Canadian workers. Also this increase of 20½ per cent has been the same for all other categories of Railway employees.

I come to the conclusion therefore that for a two-year agreement retroactive to May 1, 1961, the following wages increases should be granted to the Brotherhood members and locomotive engineers of the C.N.R.:

Effective as of May 1, 1961:

A 2 per cent increase on basic rates of pay, arbitraries and special allowances based on rates in effect April 30, 1961.

A further increase of 2 per cent effective January 1, 1962 on the same basis. A further increase on October 1, 1962, of 3 per cent on the same basis.

As to the suggestion made by my two colleagues of a flat sum of money and compensation for the loss or reduction in arbitraries varying from $75.00 to $20.00, I am staunchly opposed to such a pitiful compensation for subtracting from the annual income of locomotive engineers approximately, the way I have figured it, 5 per cent.

This, Honorable Sir, is the recommendations which I would recommend the parties to implement in their Collective Agreements to be entered to replace those that expire on May 1, 1961.

I wish to thank the Board and my two colleagues on the Board for their co-operation in attempting to solve this difficult problem.

Signed in Montreal, this 8th day of December 1961.

(*Sgd.*) MARC LAPOINTE,
Member.

Report of Board in Dispute Between

Canadian Pacific Railway Company

and

Brotherhood of Locomotive Engineers

The Board of Conciliation and Investigation, appointed under the Industrial Relations and Disputes Investigation Act to deal with the dispute between the Canadian Pacific Railway Company and the Brotherhood of Locomotive Engineers (Atlantic and Eastern Regions and Prairie and Pacific Regions), met the parties in Montreal on August 1, 2, 3, and August 11, and on September 28. The members of the Board were present at all meetings, and the parties and the Board were engaged all day of September 28 in an effort to conciliate the issues in dispute. The Board also met in executive session in Montreal on November 9.

At these meetings there appeared on behalf of the Company:

A. M. Hand—Assistant Manager, Labour Relations (Chairman) Montreal.

J. Ramage—Labour Relations Assistant, Montreal.

D. Cardi—Senior Schedule Analyst, Montreal.

F. G. Firmin—Supervisor of Personnel and Labour Relations, Atlantic Region, Montreal.

F. W. McCurry—Supervisor of Personnel and Labour Relations, Eastern Region, Toronto.

J. C. Anderson—Supervisor of Personnel and Labour Relations, Prairie Region, Winnipeg.

J. G. Benedetti—Supervisor of Personnel and Labour Relations, Pacific Region, Vancouver.

During December, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between the Canadian Pacific Railway Company and the Brotherhood of Locomotive Engineers.

The Board was under the chairmanship of His Honour Judge J. C. Anderson of Belleville, Ont. He was appointed by the Minister in the absence of a joint recommendation from the other two members, R. V. Hicks, Q.C. of Toronto, and Marc Lapointe of Montreal, nominees of the company and union, respectively.

The majority report, which under the provisions of the Industrial Relations and Disputes Investigation Act constitutes the Report of the Board, was submitted by the Chairman and Mr. Hicks.

The minority report was submitted by Mr. Lapointe. Judge Anderson made a supplementary statement and Mr. Hicks submitted an addendum.

The majority and minority reports together with the supplementary statement and addendum, are reproduced here.

And on behalf of the Brotherhood of Locomotive Engineers:

O. J. Travers—Assistant Grand Chief Engineer, B.L.E., Montreal.

D. Peltiel—Economist, Research Associates, Montreal.

J. F. Walter—General Chairman, B.L.E., Montreal.

H. L. May—General Chairman, B.L.E., Winnipeg.

J. W. Macdonald—General Chairman, B.L.E., Truro.

G. B. Trimble—General Chairman, B.L.E., Winnipeg.

W. J. Wright—General Chairman, B.L.E., Montreal.

The last agreement as it affected the Brotherhood of Locomotive Engineers, on behalf of the locomotive engineers employed on the Atlantic and Eastern Regions, was in effect from July 14, 1958 until January 14, 1961, and the last agreement as it affected the locomotive engineers employed on the Prairie and Pacific Regions was in effect from August 15, 1958 until February 15, 1961.

Both parties to the dispute asked for many amendments to the contract, and since the Board was not successful in conciliating the dispute, it becomes necessary for it to report and recommend concerning the requested amendments made by the parties. This report will be divided into three parts. The first part will deal with requested amendments put forward on behalf of the Brotherhood. The second part will deal with requested amendments put forward by the Company, and the third part will deal with the Brotherhood's request for a 15 per cent increase in basic pay rates, arbitraries and special allowances.

General Statement

The number of employees concerned in this case is as follows:

Passenger Engineers	—	270
Freight Engineers	—	959
Yard Engineers	—	685
Total		1914

These employees are all engineers of the Canadian Pacific Railway system, including the Quebec Central Railway and the Esquimalt and Nanaimo Railway, but not

including the engineers on the Brownville-Newport seniority rosters in the United States. As will be apparent from what has been stated above, the engineers are covered by two different collective agreements, one applicable to the Atlantic and Eastern Regions covering all the Canadian Pacific Railway territory east of Fort William, and the other covering the same group on the Prairie and Pacific Regions, embracing all that territory of the Railway west of Fort William.

The requests for changes in the contract are similar as between East and West, but in the Prairie and Pacific Regions contract, the engineers have three additional requests. When dealing with the engineer's requests they will be dealt with both as they affect the Atlantic and Eastern Regions and as they affect the Prairie and Pacific Regions, where the requests are similar or the same, and where the requests are additional, as are three requests on the Prairie and Pacific Regions, they will be best dealt with separately in this report.

Brotherhood's Proposals

C.P. Eastern & Atlantic Regions
Preamble: Request for Change In

This proposal is:

Add to Preamble

Paragraph 3: The Company shall not make any material change or alteration to existing working conditions or introduce new methods of operating during the term of this contract, without the concurrence of the general chairman of the Brotherhood of Locomotive Engineers.

The Brotherhood states that it has put forward this request because there has been a growing trend in management circles toward imposing unilaterally-decided changes in working conditions during the life of the agreement, by invoking the doctrine of management rights, and that the history of recent efforts by the Brotherhood of Railway Trainmen to negotiate a definition of fundamental rights, has left much to be desired. The Brotherhood suggests that the employer might, under some circumstances, be prepared to and might invoke the "management's residual rights theory" to override protective clauses to support unilateral actions on matters which might affect the employees' rights and interests.

The Brotherhood says that no doubt the Railway would submit that, because of a long relationship of collective bargaining between the parties, that there need be no cause for concern over possible abuse of the management's rights clause, but the Brotherhood's view is that the management's rights clause should not be viewed in the light of existing good relations and mutual understanding, but that it should be examined in the light of how such a clause could be used by a hostile employer at any time in the future.

The Company, in answering the argument of the Brotherhood, asserts that to argue that no new methods of operating will be introduced during the term of the contract without the concurrence of the general chairman of the Brotherhood, is a direct infringement on management's right to make the decisions which management must make in order to operate efficiently and remain competitive. It also asserts that if the Railway were to agree to the proposal, it would be a restriction of its authority which would put in the hands of the general chairman of the Brotherhood a unilateral right to restrict company policy in respect of methods of operation and the introduction of new devices designed to increase efficiency.

Recommendation—The Board does not feel that it should recommend the inclusion in the contract of the Brotherhood's proposed preamble paragraph respecting management's rights but, on the other hand, it sees no reason why, if the Company does intend at any future time to make any material change or alterations to existing working conditions, or if it does intend to introduce new methods of operating during the term of the contract, it should not, insofar as possible, give such advance notice as it can to the general chairman of Locomotive Engineers, and should discuss the effect of the changes with the said chairman.

Paragraph 4:

Amend fourth paragraph to reflect change in effective date and term of contract and reduce 120 days notice to 60 days notice.

Under this request the Brotherhood would like to have reduced to 60 from 120 days the notice that shall be given by either party of its desire to revise or supersede the Contract prior to expiry date.

Recommendation—The Board sees no good reason why this period should not be reduced to 60 from 120 days and recommends that the new contract provide that, in the event either party wishes to revise or supersede the agreement, that this shall be done by giving the other party 60 days notice of such desire, the 60 days to be at least 60 days prior to the termination of the forthcoming contract, but which would not cancel the agreement prior to its expiry date.

I—Article 1
Clause (a)

Rates of pay per day of 100 miles.

Increase present basic rates, arbitraries and special allowances by 15 per cent.

II—Article 2
Clause (b)

Engineer to be allowed 30 minutes preparatory time for one unit plus 10 minutes for each additional unit in locomotive consist.

Clause (c) Paragraph 3

Short-turn passenger rule to read 20 miles per hour where 12½ miles per hour presently appears.

Add clause to provide yard rates of pay for time occupied in terminal switching.

The Brotherhood says that the 30 minutes preparatory time for one unit plus 10 minutes for each additional unit in the locomotive consist constitutes a minimum of time, according to its view, in which to permit the locomotive engineer to perform the duties required of him in order to comply with the "Uniform Code of Operating Rules", and the Brotherhood went to some length to explain to the Board what the engineer is required to do in a preparatory way if he is to conform to a code of operating rules and the instructions relating thereto. As the Board sees it, if the Brotherhood's request were met, all the duties of locomotive engineers would have to be spelled out in detail in the contract.

The Company submits that it is impracticable to define duties and responsibilities of an engineer in detail because they vary from trip to trip, depending upon the circumstances and conditions arising during any particular tour of duty. The Company points out that after an exhaustive negotiation and investigation, the preparatory and arbitrary road service was reduced in 1959 to 15 minutes, and that being the case, the request by the engineers for an increase in preparatory time arbitrary and road service with no increase in duties, can only be interpreted as a request for increased compensation for which no increased services are required.

Recommendation—The Board does not recommend the adoption of the Brotherhood's proposal.

The second part of this numbered request would amend the rule in short-turn passenger service to read 20 miles per hour where 12½ miles per hour presently appears, and to provide yard rates of pay for time occupied in terminal switching. Presently, engineers on established passenger runs of less than 100 miles one way are paid on a continuous-time basis from the time they are ordered until laid up at the end of the day, at the rate of 12½ miles per hour, with overtime at *pro rata* rates, and the engineer on such a run is guaranteed a minimum of 100 miles per day exclusive of his initial time. If the miles run, or the miles run and the service performed, including switching, together with all time held at the terminal and turn-around points between the trips combined at the end of the day exceed 12½ miles per hour, then the mileage will be paid, and the Brotherhood's request is now to change the basis of payment from 12½ miles per hour to 20 miles per hour.

The Board is informed that short runs in passenger service are almost entirely concerned with suburban service in the East, for which the engineer, while being paid from the time he reports for duty until he is released from duty, is actually working only a percentage of the time.

In asking the Board to grant this request, the engineers' representative says that the request is that the engineers in short-turn passenger service be paid overtime at the rate of 20 miles per hour instead of 12½ miles per hour, which is presently the practice, and in support of his request he points out that engineers in passenger service other than short turn are paid overtime on a speed basis of 20 miles an hour at *pro rata* rates, and the time does not commence until the time on duty exceeds the miles run divided by 20. The Brotherhood submits that in outside industry, the time-and-a-half of the regular rate rather than *pro rata* rates appears to be the common practice when overtime is required.

Recommendation—It would appear that although an engineer in short turn-around service might be on duty in excess of 8 hours, he might only be actually working a maximum of 4 or 5 hours a day. In other words, it is seldom that he is actually performing operating duties more than 8 hours, and in the Board's opinion, when a minimum day is guaranteed exclusive of the initial time, and when the engineers are seldom on duty the full minimum day, it is not inequitable that the overtime should be paid at *pro rata* rates. Therefore the Board does not recommend that the Brotherhood's request be granted.

III—Article 3
Clause (b)

Engineer to be allowed 30 minutes preparatory time for one unit, plus 10 minutes for each additional unit in locomotive consist.

This amendment is identical to the amendment requested in Brotherhood's proposal No. 2 with reference to the amendment requested to Article 2 of the contract.

Recommendation—The Board does not see fit to recommend the amendment suggested for the same reasons given in not recommending Brotherhood proposal No. 2 as above.

IV—Article 4

Clause (a)

Unit basis of pay for yard service.

Clause (s)

Add Remembrance Day as paid statutory holiday.

Add new clause to provide regularly assigned engineer who renders service on a yard assignment on the last day such assignment operates prior to a statutory holiday, 100 miles as payment for such statutory holiday at rate of last locomotive operated.

New clause to provide premium rate of pay for afternoon and night assignments.

This proposal is divided into three parts. Under Clause (a) the Brotherhood is requesting a unit basis of pay for yard service. Under the present clause, there is a classification by weight on each of the drivers, and the basic day's pay, depending on the weight on drivers, varies from $18.26 to $21.37. Under the Brotherhood's proposal, instead of having graduated rates for each engineer according to the weight on him as a driver, they would substitute single rates to apply to all locomotives in yard service.

According to the Company statement, this would result in direct increases in basic rates of pay for approximately half the locomotives used in the service for which there would be no additional work performed or service rendered. The Brotherhood, however, supports its proposal for a unit basis of pay for yard engineers because its proposal would be based on exactly the same formula used to arrive at the unit basis of pay for engineers in passenger and freight service, that is, a rate based on the average rate of all yard units in service.

Recommendation—The Board recommends that a unit basis of pay be established between the high and the low rates generally paid in yard service. This could be brought about by arriving at a weighted average between the high and the low rates paid in yard service. The reasons that the Board suggests a weighted average is because it understands there are more heavy units in use than light units, and if a weighted average rate mid-way between the high and low rates is taken, it would take this into account and arrive at a rate which the Board feels is fair to all concerned.

The second part of the Brotherhood's request No. 4 is that Remembrance Day be included in the present statutory holiday rule governing yard engineers.

Recommendation—The yard engineers are presently allowed seven statutory holidays and the Board does not see fit to recommend that Remembrance Day be added to the seven presently enjoyed.

The third part of the Brotherhood's proposal No. 4 is that when a regular yard assignment is cancelled as a result of an approaching statutory holiday, the locomotive engineer assigned shall be compensated to the extent of 100 miles (8 hours) at the rate for locomotive in service last performed, but that this should not apply to an engineer who exercises seniority on other assignments. The Company asserts that if this proposal were adopted, it would mean that an engineer whose assignment is cancelled prior to the statutory holiday (if cancelled on the statutory holiday he gets the statutory holiday) due to reduction in business would, even though the job no longer existed, be entitled to one day's pay for a statutory holiday that occurred at a later date.

Recommendation—The Board does not see fit to recommend this proposal as its view is that the yard engineer is reasonably well protected under the present clause.

The last part of proposal No. 4 is that there should be a new clause added to the agreement to provide premium rates of pay for afternoon and night assignments in yard service, and if the proposal were adopted, a locomotive engineer in yard service who is required to report for duty between the hours of 12 noon and 5.59 p.m. standard time would receive an additional 5 per cent in basic rates of pay for such shift, and a locomotive engineer in yard service who was required to report for duty between the hours of 6 p.m. and 5 a.m. standard time, would receive an additional 15 per cent in basic rates of pay for such service.

In support of its contention that yard engineers should be paid added differentials for afternoon and night shifts, it submits that the burdens of responsibility of the locomotive engineer are greatly increased when the duties are performed during the evening or night hours; there is disruption of home and social life involved in the shift work, and this disruption is now recognized in Canadian industry which to an ever increasing extent is paying additional compensation for shift work.

There is no doubt about the fact that differential payments for shift work, afternoon and evening, are quite common in industrial labour contracts, the basic theory being that when an employee is required to work during hours other than what are considered normal working hours, he should be paid additional compensation. In some companies who don't normally have a second or third shift, the additional pay acts to some extent as an incentive to the company not to schedule work during off hours.

53741-5—5½

There are, however, other companies who are on two- or three-shift operations steadily, who do pay the differential for the second and third shift.

The locomotive engineer in yard service performs work on a 24-hour basis, and sometimes has to work 6 days a week, and perhaps even 7 days a week. The most senior man is entitled to choose his hours, and if the most senior man desires the day-time shift he receives it through the exercise of seniority, and the junior man, no matter how junior, receives the same rate of pay as the senior man but is not entitled, if he is junior, to pick the shift that he desires.

The Railway submits that the engineers already receive what amounts to a differential because the senior man has the choice of the assignment, and the junior man gets equal pay to that of the senior man. It is true that this arrangement is different from that found in industrial trades generally.

Recommendation—The Board is of the opinion that because of the seniority rights applying to the preferred time of working that an engineer enjoys, the reason for him receiving a differential in pay for off-shift work is not the same as that in industrial classes generally. To grant the engineers' request would involve a very substantial amount of extra cost and for these two reasons, especially in view of the recommendations hereinafter made for increase in basic rates of pay, the Board does not see fit to recommend the Brotherhood request be granted.

V—Article 5

Clause (b)

Amend Paragraph 1 to allow for payment of deadheading at the highest rate plus fare and/or expenses, when ordered to deadhead by other than rail transportation.

Clause (f)

Amend rule to provide payment equal to actual pay lost for spare engineers when attending court and payment at rate of $2.50 per hour to engineer required to attend court during off duty hours.

Clause (h)

Amend rule to provide payment when engineer is required to set up unit or units for multiple service.

The first part of this request is that an engineer required to deadhead by other than railway transportation, be paid at the highest deadhead rate plus his fare and expenses, and the Brotherhood in support of its request says that the present deadhead rule makes no provision for the rate to be paid when deadhead service is performed on other than rail transportation, and that when other than rail transportation is required for deadheading, the Company should pay the cost of transportation as well as pay for the deadhead time.

The Company says that the present practice is that individuals or crews may be deadheaded as passengers on freight or passenger trains, and when freight or passenger trains can't be utilized, the Company may require deadheading to be done by taxi or bus, and in such instances the expense is borne by the Company.

Recommendation [*Clause (b)*]—The Company has a request in for a reduction in deadheading payments which is dealt with under Company proposals, but with reference to this particular proposal, the Board is of the opinion that when deadheading is required by other than railway transportation, if the Company pays the cost of such transportation it should in addition to that, pay the lowest deadhead rate for the time occupied in deadheading.

CLAUSE (F). This proposal is to amend the rule to provide payment equal to actual pay lost for spare engineers when attending court and payment at the rate of $2.50 an hour to an engineer required to attend court during off-duty hours.

The Brotherhood asserts that this rule is necessary because regularly assigned engineers who are required to attend court are compensated to the extent of wages they would have earned except for their absence attending court, while spare engineers receive only a low rate of $1.85 per hour to a maximum of 8 hours in 24 hours held.

The Brotherhood further says that if a spare engineer loses one yard shift while attending court, he would receive $14.80, while his loss would amount to at least $19.55, being the lowest yard basic day rate, and under similar circumstances the spare road engineer might lose a trip of 250 miles during the 24 hours he is held for court duty and consequently suffer an even greater loss.

The Brotherhood further asserts that engineers should not be required to give up their off duty time without compensation, and to meet this need they suggest that Clause 3 of Article 5(f) be amended by allowing for payment at the nominal rate of $2.50 an hour for all time required to be available while off duty.

The Company points out that the Brotherhood's proposal would require all engineers being compensated to the extent of wages they would have earned had they not been called to attend court, and when no work is lost they be paid at the rate of

$2.50 an hour for all time they were required to be available, computed from the time they were required to report or deadhead.

Under the present rule, an engineer in regularly assigned service or set up in pool service, who is called as a witness in court by the Company or before a coroner's inquest in a case in which the Company is concerned, will be compensated to the extent of wages which he would have earned except for his absence as a result of such call, and the engineer who is on the spare board and is called as a witness in like circumstances, if time is lost: 8 hours will be allowed per day of 24 hours at the rate of $1.85 an hour.

Recommendation [*Clause (f)*]—The Board is of the view that the spare engineer should be paid for time lost on an hourly basis related to his daily basic pay in the last service he performed. In other words, if the last service he performed had a basic day rate of $19.55 and he were on duty at a coroner's inquest for an hour, he would receive $19.55 divided by eight, $2.45, and if his last service was at a higher rate he would receive an hourly rate based on his basic daily rate divided by eight.

The Board does not recommend that this provision should be extended to cover cases in which the engineer loses no wages. In such circumstances, although he must attend court by reason of being subpoenaed to an inquest or court, he actually receives reasonable expenses while away from home and is reasonably compensated in the Board's view for the time lost if he loses no work thereby.

CLAUSE (H). This proposal would amend Article 5, Clause (h) to provide payment when an engineer is required to set out or pick up unit or units for multiple service.

Under the present rule governing payments for the service of setting out and picking up diesel units en route, locomotive engineers receive payment only when they are required to make or break connections between units and at points where shop staff is employed to perform the work involved in making or breaking connections, the locomotive engineer is not paid the allowance specified, and the Brotherhood asserts even though the shop staff actually makes the connections, the engineer often is required to perform other functions which may include cutting out brake, setting rotor valve, setting engine control switch, removing control handles, closing unit doors and windows, etc. The Brotherhood also states that for these reasons it submits that there should be a payment of 30 minutes specified in the rule applying at all points where diesels are set out and picked up en route, as provided for in the rule as they suggest it should be amended.

It will be noted that one of the Company's proposals is that the present payments provided should be deleted from the articles in the contract in both East and West regions. The Board was told that the present clause was written in as a result of negotiations in the 1959 settlement, and that the payments provided for by this rule apply when units are picked up or set out at intermediate points for traffic or operating purposes requiring the making or breaking of connections between the units by the engineer, but not if connections between the operating units of the locomotive consist are made or broken by shop staff personnel or other employees assigned to perform this service. An exception to the payment where shop staff personnel did not perform the service, is that no payment is provided if the unit has to be set out or picked up because of mechanical failure.

Recommendation [*Clause (h)*]—The Board is of the opinion that in this situation the engineers are requesting payment mostly in consideration of services performed by employees other than themselves, and it does not feel justified in making the recommendation asked for. The Company's request is dealt with under Company proposals.

VI—Article 6
Clause (c)

Amend rule to provide that diesel units in snow plow service will be equipped with dual cab heaters.

Brotherhood's request No. 6 requesting Clause (c) of Article 6 be amended to provide that diesel units in snow-plow service will be equipped with dual cab heaters, has been dropped.

VII—Article 7
Clause (c)

Increase wayfreight rate by $2.00 per 100 miles.

This proposal is that Article 7 be amended increasing the wayfreight rate by $2.00 per 100 miles. Under the present wayfreight rule, regularly assigned engineers in wayfreight service or through-freight engineers that qualify under the conversion rule, receive $0.70 per 100 miles as payment over and above the basic freight rate applicable.

The Brotherhood submits that when the differential for wayfreight service was first established, it amounted to 18 per cent of the basic freight rate in effect at that time, and that today's differential of $0.70 per

mile represents less than 5 per cent of the basic freight rate calculated on the rate for one unit in freight service, and thus the Brotherhood argues that on the basis of the differential in 1902, it might well have requested a $3.00 differential today, but it asserts it is asking only $2.00 because it compares with the differential paid to road switcher assignments.

The Company asserts that the wayfreight differential paid locomotive engineers was in recognition of longer hours on duty brought about by additional work handling less-than-carload-lot-freight and local switching, and that in the past, it was not unusual for wayfreight crews to unload 10 to 20 cars of less-than-carload-lot-freight during a trip, as well as perform switching at various stations along the line to set off, pick up or place cars for loading or unloading in carload lots.

The Company says that since 1920, less than carload-lot traffic has been greatly reduced and at the present time wayfreight seldom handle more than one car of less than carload lot traffic, and in some cases only part of a car. The Company also says that wayfreight and mixed-train crews handle a very small volume of l.c.l. freight, their main duties being spotting and switching cars. The Board is satisfied that there has been a vast reduction in l.c.l. traffic and that this has resulted in the duties of crews in wayfreight and mixed train service being in the main confined to switching en route.

Recommendation—The Board has come to the conclusion that wayfreight and mixed train service is not nearly as onerous and as time consuming and as irregular as it was in the past, and does not see fit to recommend that the Brotherhood's proposal be adopted by the carriers.

VIII—Article 8
Clause (a)

Amend rule to allow for payment of all time occupied in work train service en route.

New clause to provide that self-propelled cranes handling cars in work train service will be manned by locomotive engineer.

The Brotherhood explains that this request is designed to compensate road engineers for all time occupied in work train service en route, and that since road engineers are paid on the basis of time or miles, whichever is the greater, the performance of work-train service en route adds to the time required to complete a trip, and is outside of the trip called, and therefore some form of compensation should be paid for the time so occupied.

The present rule provides that such an engineer will be paid for work train service en route when the time occupied exceeds one hour. The Western rule provides for payment of all time held to perform work service en route, and is outside the work of the trip. The present rule allows the road engineer payment for work or wreck train en route when the time occupied exceeds one hour.

The Company in dealing with this request says the real purpose to be served by the provision for additional payment was to impose a penalty on the Company in circumstances where crews are delayed en route for unduly long periods as a result of performing these services.

Recommendation (Part 1, Proposal VIII)—The Board is of the opinion that the present rule provides adequate safeguards for the engineers and therefore does not recommend the change requested.

The second part of the Brotherhood's proposal No. 8 is that a new clause be added to provide that the self-propelled cranes handling cars in work-train service will be manned by a locomotive engineer.

This proposal is put forward by the Brotherhood to make sure that when cars are moved by means of propulsion other than locomotive that the engineer's rights to operate the means of propulsion are safeguarded. Self-propelled cranes are for specific work and they are operated quite differently from locomotives, and the Board does not feel there is any justification to recommend the adoption of the Brotherhood's proposal.

Recommendation (Part 2, Proposal VIII)—The Board recommends that this proposal be not accepted.

IX—Article 10
Clause (a)

Amend rule to allow away from home payment after the expiration of 12 hours in place of 16 hours and provisions of rule to apply in assigned as well as unassigned service.

The Brotherhood proposes that Article 10, Clause (a) be amended to allow away-from-home payment after expiration of 12 hours in place of 16 hours and provisions of the rule to apply in assigned as well as unassigned service.

The present clause provides that an engineer in pool freight and in unassigned service held at other than home terminal longer than 16 houres without being called for duty, will be paid minimum passenger rates on the basis of 12½ miles per hour for the first 8 hours in each subsequent 24 hours thereafter.

The Brotherhood advances as its reason for requesting that the 16 hours be reduced to 12 hours, that the 16-hour provision is

excessive and results, according to the Brotherhood's submission, in engineers being held away from home for longer periods than necessary, and that engineers held away from home are put to considerable expense and inconvenience for which the present rule does not adequately provide.

The Brotherhood proposal would provide for away from home payment after the expiration of 12 hours in place of 16 hours and would apply the rule in assigned as well as unassigned service. The present rule insures that engineers receive at least one basic day's pay for each 24 hours held even although no work may be performed.

The Company says that it does everything possible consistent with economy of operation to return crews promptly to their home terminal, and in those instances where crews are held at away-from-home terminals a sufficient length of time to come within the provision of the present rule, it is due to some factor not resonably within the control of the Company, such as unbalanced flow of traffic, or serious interference with train movements because of weather or unusual conditions. It also states that the present rule provides a sufficient penalty to discourage any unreasonable delays and provides a protection to the employees against loss of earnings without involving a waste of transportation service.

Recommendation—The Board is of the opinion that the Brotherhood is reasonably well protected under the present rule and recommends no change, except that the rule should provide that when assigned engineers are held away from the home terminal, except in cases of wrecks, snow blockages or washouts on the sub-division to which they are assigned, and when engineers on assigned runs are held away from home terminals waiting their trains, delayed beyond the advertised time of departure the engineers will be paid for the time so held if it is more than 7 hours. Seven hours or less not to count. If over 7 hours the engineers to be paid twelve and one-half (12½) miles for each hour over the said 7 hours at minimum passenger rates for the first eight (8) hours in each subsequent twenty-four (24) hours so held. Time to be submitted on a separate time return.

X—Article 11

Amend the rule to provide that locomotive engineer will be employed to operate all forms of motive power in passenger, freight, yard and work-train service.

The Brotherhood would add to the present rule the following words:

"Whenever new forms of motive power are introduced in freight, passenger, yard, work-train or snow-plow service, position of engineer, operator or motorman will be filled from the seniority roster of the locomotive engineers."

The Brotherhood says that recently experiments have been conducted with a different class of motive power operating on rail, consisting of a tractor-trailer type of equipment in which flanges are placed on the wheels making the operation on railway tracks feasible.

While the Company admits that experiments have been made with some other different forms of motive power, it is the Board's understanding that no such tractor or motor-truck type of transport is likely to be introduced in the immediate future.

Recommendation—There is still great uncertainty as to whether or not the Railway will introduce any other forms of motive power, and until the introduction of some different form of motor power becomes a practical and definite possibility, the Board does not see fit to recommend the adoption of the suggested amendment.

XI—Article 12

Add provision to prevent the operation of "A" and "B" diesel units backwards except in case of emergency or doubling grades.

This proposal is to add a provision to Article 12 to prevent the operation of "A" and "B" diesel units backwards except in cases of emergency or doubling grades. The Brotherhood says that this rule is necessary as a safety measure, that diesel units are not designed to operate backwards in road service because the controls are located so that engineers must face forward to properly operate them, and that the Company has sometimes asked engineers to operate diesel units backwards for some considerable distance.

Recommendation—The Board is of the view that the Company is safety conscious, and while the Board has some sympathy for the Brotherhood's request, it does not feel that it should recommend the incorporation in the contract of the clause suggested, but at the same time, it would like to point out to the Railway that in its opinion diesel "A" and "B" units should not be operated backwards in road service unless in very exceptional circumstances, and except in cases of emergency or in doubling grades or for other like reasons.

XII—Article 16

Section 1, Clause (d)

Amend rule to provide 4 weeks vacation after 25 years continuous service and 250 months of compensated service.

Section 3

Add clause to provide that time lost due to compensable injury will be considered as compensated service in the calculation of pay.

This proposal is to amend Section 1 Clause (d) of Article 16 to provide 4 weeks vacation after 25 years continuous service and 250 months of compensated service, and to add another clause to Section 3 to provide that time lost due to compensable injury will be compensated service in the calculation of vacation pay.

Recommendation—Under the recent non-operating employees collective agreement, 4 weeks vacation after 25 years of continuous service was granted by the Company, and the Board is of the opinion that this request should be granted by the Company to the employees, but that the part of it which has to do with time lost as a result of compensable injury as compensated service should *not* be used in the calculation of vacation pay. The actual wording of this vacation clause should be left to the parties to work out between themselves.

XIII—Article 19

Clause (a)

Add provision that investigation will be held at home terminal of engineer concerned.

Clause (d)

Amend rule to provide that engineer will not be dismissed or disciplined without a fair and impartial trial; will not be required to assume responsibility in his statement and will be notified of the decision within 15 days of initial investigation.

This proposal is divided into two parts. The first part is to amend Article 19 by adding a provision that investigation will be held at home terminal of engineer concerned, and the second part is to amend the rule to provide that the engineer will not be dismissed or disciplined without a fair and impartial trial, and will not be required to assume responsibility in his statement, and will be notified of the decision made within 15 days of the initial investigation.

The Brotherhood says that sometimes an engineer has to travel up to 150 miles to reach the headquarter station where the investigation takes place, and that such investigation should be held at the home terminal. It also says that engineers should not be asked such a question as "Do you accept responsibility?", and that the rule should provide that decision would be rendered within 15 days after the investigation is held unless otherwise mutually agreed upon.

The Board is told that this rule has been a rule standard both in the engineers' and the trainmen's rule, and that in 1960 in the trainmen's agreement the rule was amended by adding Clause (*d*), which read as follows:

"An employee will not be disciplined or dismissed until after an investigation has been held and until the employee's responsibility is established by assessing the evidence produced and no employee will be required to assume this responsibility in his statement or statements. An investigation shall be held and the employee advised in writing of the decision within 15 days of the time the report is rendered except as otherwise mutually agreed upon."

Recommendation—The Board is of the opinion that the engineer's contract should contain a similar clause. The Board does not recommend the other changes requested by the Brotherhood in this rule.

XIV—Article 20

Amend the rule to read: Passenger trains handling piggyback cars will be considered as mixed-train service.

The Brotherhood proposes that Article 20 be amended to read: Passenger trains handling piggyback cars will be considered as mixed-train service. This proposal has been dropped and therefore it is not necessary to report upon it.

XV—Article 23

Clause (a)

Amend rule to allow engineer to book rest after the expiration of 8 hours on duty and be paid for time occupied travelling to objective terminal or provided with suitable sleeping accommodations at the point where rest is booked.

Under this proposal the Brotherhood asks that Clause (*a*) of Article 23 be amended to allow an engineer to book rest after expiration of 8 hours on duty and be paid for time occupied travelling to objective terminal or be provided with suitable sleeping accommodation at the point where rest is booked.

At the present time an engineer who has been on duty 12 hours or more will have the right to book rest at any point and the man is to be the judge of his condition. The Brotherhood submits that by reason of the exacting nature of locomotive engineers' duties, engineers should be allowed to book rest if their condition warrants it, and they should be the judge of that at the end of 8 hours on duty.

The Brotherhood's view is that an engineer who is required to sit at the controls on his locomotive with his foot on the deadman control, and at the same time be watchful of every movement of his engine and train, finds on occasion that he needs to book rest at the end of 8 hours, and that if that is so, he should have the right to do so.

The second part of the Brotherhood's request is that the engineer be paid for time occupied travelling to the objective terminal or provided with suitable sleeping accommodation at the point where rest is booked.

The Company contends that the present provision permitting engineers to take rest at any point after 12 hours or more on duty is fair and creates no hardship. It points out that the physical requirements of locomotive engineers have not increased, but with the advent of the diesel and various improvements in the engineer's position and with the introduction of many devices, the actual physical work of the engineer is much less onerous than that required of him while operating under steam power.

The Company points out that the present rule is intended to apply only when the physical condition of the man taking rest is such that he cannot carry on to the terminal, and that it was never intended or accepted that men who were physically fit to carry on would be permitted to take rest for the purpose of circumventing work still required to be done. Engineers sometimes work less than 8 hours before they are off duty and sometimes more, and the Company contends that the existing arrangement is fair and equitable to all parties concerned.

If the Brotherhood's demand were met, one man of a crew could tie up an entire crew without regard to the expense or loss to the Company and inconvenience to its customers.

The Board of Transport Commissioners is empowered to make rules regulating the hours of work for railway employees, and if the Brotherhood could bring forth sufficient instances where an engineer, who entered upon his duty after proper rest, found that by reason of fatigue he required to book rest after 8 hours and before 12 hours, no doubt the Board of Transport Commissioners would make a ruling to meet the situation as it found it.

The second part of the request is that the engineers be supplied with suitable sleeping accommodations at the point where rest is booked. This would mean if this request were met that the Company would have to supply or would have to be prepared to supply accommodation at almost every point on the system without knowing in advance where such point would be at which the engineer might decide to book rest.

Recommendation—Engineers at present booking rest en route are permitted to travel to the terminal on their train or on the first passenger train. This seems reasonable. The Board does not recommend the acceptance of the suggested change either as to the reduction in hours in booking rest or as to the provision requested for supplying suitable accommodation at points where rest is booked.

XVI—Article 25
Clause (a)

Amend rule to provide diesel units with suitable locker for storing clothing, elimination of diesel fumes and maintenance of weather stripping.

New clause to provide for electric water coolers on diesel units.

New clause to provide for the installation of bay windows and awnings on all diesel units employed in yard, wayfreight and road-switcher service.

The next proposal of the Brotherhood is that Article 25 be amended in Clauses (a) and (d) as set out in the appendixes. The reason given by the Brotherhood for this requested amendment is that the present rules which were written for steam power are not applicable to present conditions, and it submits that with diesel locomotives, there is not adequate provision for storing the clothing. Further, that weather stripping on doors and windows becomes worn and missing, causing cold, drafty cabs, and that the admission of oil fumes from the engine causes embarrassment and fatigue, and that the heaters are not of sufficient capacity on some units, and that drinking water facilities are primitive. All of these things they want corrected, and that the new rule is designed to do this.

Dealing with the part of the request which has to do with the lockers for storing clothing, the Company points out that most yard diesels are equipped with lockers for this purpose, but it is their experience even when so equipped they are not used, and as a result, the policy was changed so that coat hooks were put on in diesel cabs, and except for the inclusion of the request at this time of bargaining, the Company has had no other complaints concerning the arrangement.

The Company says that occasionally there have been complaints about diesel exhaust fumes entering the operating cab, and when this has been brought to its attention, the condition has been remedied. The Company also says that prior to the onset of winter weather, the regular staffs are augmented and cabs are winterized, and that they have had very few complaints in this connection.

The Company also says that the request for supplying electric water coolers, if carried out over the whole system, would result in the expenditure of approximately $450,000.00, and that the Company presently supplies ice water in regularly sterilized galvanized pails.

The Brotherhood request for bay windows and awnings refers to diesel units in wayfreight and road-switcher service, where considerable switching is performed.

The Company says that bay windows and awnings are not necessary on the road diesel because the units already supply excellent visibility front and rear.

Recommendation—The Board is of the opinion that the improvements recommended by the Brotherhood, while desirable, are of an expensive nature and should not presently be recommended. However, the Board does ask that the Company pay more attention to specific complaints when they are received and take corrective action to improve them. The Company might instruct its local management personnel to forward these complaints to the head office. It would appear that some of the difficulties that have arisen have done so by reason of the man on the scene not passing on the complaints to people in higher management positions in the Company.

XVII—Article 26

New rule to define duties of an engineer.

New rule to provide that regularly assigned engineer will receive at least 24 hours notice of cancellation of assignment or be paid 100 miles for each day lost.

The Brotherhood proposes a new rule to define the duties of an engineer and a new rule to provide that regularly assigned engineers receive at least 24 hours notice of cancellation of assignment or be paid 100 miles for day lost.

The engineers' committee feels that since any present rules or booklets relating to the duties of engineers were prepared and promulgated primarily to relate to steam locomotives, that the various items relating to the duties of a locomotive engineer which are found in different places should be combined under one article and written into the collective agreement.

The Board understands that engineers' duties for the different classes of service may be quite different, and it would be difficult to write a rule to define all the duties. The very definition of duties might be interpreted so as to restrict or avoid work which had never been intended or contemplated, although it might not be specifically spelled out in the duties as defined.

Recommendation—The Board does not see fit to recommend that a rule be written to outline in detail the duties of a locomotive engineer.

PART 2—PROPOSAL XVII. The Brotherhood's request for a new rule covering cancelling of assignments is to protect an assigned locomotive engineer from loss of time due to short notice being received that his assigned job or run has been cancelled.

The Company points out that cancellation of assignments usually results from two causes: (1) an emergency situation where no operation can be performed and advice of cancellation depends on the cause of emergency, or (2) where an assignment is not warranted, in which case advance notice is given.

Recommendation—The Board does not recommend that a rule be written as the Brotherhood suggests, but it is of the opinion that the Company might well give a letter to the Brotherhood advising the Brotherhood that it would give 24 hours advance notice of cancellation of assignment whenever possible.

XVIII—New Rule

The Brotherhood proposes to have a new rule written into the contract covering rest-house conditions and maintenance. The rule respecting work trains, sleeping quarters, as suggested reads as follows:

Requested Rule or Amendment

Clause (a) Engineer who has been on duty eight (8) hours or more will have the right to book rest at any point, the man to be judge of his own condition, 8 hours rest to be considered sufficient except in extreme cases. It is understood that in the event of an engineer having to tie up between terminals and ask for relief owing to excess time on duty, he will be furnished transportation and allowed to travel to terminal on his train or first passenger train, if more preferable to him, and be compensated as in continuous service until arrival at objective terminal.

NOTE. In the event an engineer books rest between terminals and is supplied with proper sleeping accommodation, payment for his trip will be on a continuous-time basis less time of rest booked.

The Brotherhood says that at the present time the contract contains no adequate provision covering the matter of sleeping quarters for locomotive engineers when tied up away from their home terminal. It asserts that while rest-house accommodation is being provided by the Company, there is nothing in the collective agreement which makes it a requirement for the Company to do so except as stipulated in Article 8(f) of the Atlantic & Eastern Regions schedule and Article 8(h) of the Prairie and Pacific Regions schedule which pertains to engineers assigned to work train service. This rule reads as follows:

"Suitable sleeping accommodation, including pillows, blankets, mattresses, will be provided for an engineer on work train. Engineer on work-train service when laid up at other than terminal will be paid continuous time if sleeping accommodation is not provided."

Recommendation— The Board recommends that a rule be worked out between the parties covering rest houses, and that such rule be incorporated in the contract. The Board does not, however, recommend that the sleeping quarters should be separately provided for engineers, and in fact, such sleeping quarters might well be provided in motels, hotels, or other suitable places.

The wording of the rule as recommended should be carefully worked out, and while protecting the men so they will have comfortable and sanitary quarters, the Company should be given the widest possible latitude as to the place of the quarters and the nature of the accommodation, that is, whether it is private or public accommodation.

XIX—New Rule

The next Brotherhood proposal is that there should be a rule introduced to provide for statutory holidays to locomotive engineers in all classes of service. The rule should follow the general pattern of the master agreement for statutory holidays for non-operating trades.

The Brotherhood submits that the Company should extend to all engineers similar statutory holiday provisions as they presently extend to engineers in yard service, and in support of its contention, it states that road engineers wish to enjoy holidays with their families as much as any other citizen, and when deprived of the right to do so should be compensated for loss in manner similar to that of yard men and those employees in the non-operating group. The Brotherhood submitted certain statistical material to show how common statutory holiday provisions are in industrial contracts.

The Company on the other hand points out that although agreements for non-operating employees have contained clauses giving them premium payment for work performed on certain statutory holidays for many years, such provisions have not until recently been applied to any of the running trades, and then only in 1957 was statutory holiday pay provided for engineers in yard service.

The Company points out that in outside industry, the requirement of working on a statutory holiday is at the discretion of the employer, and can be related directly to expectation of profit arising from the extra work performed, and that even in yard service some reductions can be made in yard assignments on statutory holidays due to the local businesses closing down.

The Company asserts that since, under its charter, accommodation for all traffic must be provided without delay and with due care and diligence, that trains must be operated around the clock, 7 days a week, and that this fact is recognized in the existing rates of pay; that to suspend train movements on statutory holidays would cause a serious dislocation because of delays to traffic, deterioration of perishable goods and inconvenience to many.

Also, since statutory-holiday work is primarily a penalty payment to minimize and eliminate work on the day on which the penalty applies, and since this cannot be done owing to the nature of the Railway's operation, there is no need for such provision in the contract, as it would amount simply to a penalty provision which would add remuneration for no service performed. No other branch of the operating service other than the yard engineers receive statutory holiday pay.

Recommendation—As the average time worked of both freight and passenger engineers is less than 40 hours a week, there is less need for an allowance for statutory holidays, and in view of the recommendations for increase in basic wages hereinafter made, the Board does not see fit to recommend the change requested by the engineers.

XX—New Rule

The next proposal of the engineers is that a new rule be added to provide payment for a locomotive engineer required to operate a locomotive equipped with radio telephone. This the engineers say is based on the principle that such service does not fall within the normal scope of the duties of a locomotive engineer, and if he is to use radio telephone, his productivity and efficiency is thereby increased and it should be compensated for by a premium payment of $1.00 per trip.

The Company says that radio equipment is provided to bring about more efficient operation by enabling instructions to be transmitted more expeditiously and clearly, and that the equipment is installed at the Company's expense and that any increase in efficiency or safety is attributable directly as a result of additional capital investment, rather than a change in the engineers' function.

The Company says that communications have always been of importance and concern to locomotive engineers as well as to all members of the running trades and that they have always had communication responsibility, and that the use of radio is

53741-5—6½

simply a substitute for duties that have been more onerous and unpleasant and unreliable in the past, and that their use simply benefits engineers by making their work safter and more comfortable. The request amounts to a request for an increase in compensation for which no additional service is rendered or no additional work performed.

Recommendation—The Board is of the opinion that an engineer has responsibility for communication with the use of various flags, flares and signals and the use of a radio facility is only an extension of these responsibilities, and does not change his function, and the Board is of the opinion that the use of radio facility may in some instances make this function of the engineers easier and more comfortable to perform. For these reasons it would recommend against the acceptance of the Brotherhood's proposal.

XXI—New Rule

The next Brotherhood proposal is to introduce a rule for the payment of wages every second Thursday. While if this were practical it would be an advantage to the engineers, the demand does present practical problems for the Railway, and a similar request was put forward by the non-operating groups in 1958, and as a result of a study by committee representatives of both parties, it was found that the implementation of the request was impractical and it was later withdrawn.

Recommendation—Since this schedule of payment does not apply to any other Railway employees, the Board does not see fit to recommend that it be applied to the engineers.

XXII—New Rule

The Brotherhood proposes a new rule to provide engineers for compensation for loss incurred in the sale of their property and expenses in connection with moving personal effects when required to relocate their residence as a result of change in terminals.

The engineers point ou tthat terminal points have been established and designated by the Company, and following the establishment and designation of terminals, engineers have been required to establish their homes at work out of such designated points, and that during the course of time locomotive engineers have bought or built homes and contributed to the building up of a community in which they were expected to live.

The Brotherhood says that as a result of "dieselization" many services that were necessary when steam locomotives were used are not necessary now. There has been a discontinuance of water tanks, coal chutes, ice pits, round houses and cutting down of shop staffs, and sometimes one locomotive engineer now performs work previously requiring several to do, and because of the advantages of the new innovations in motive power employees who are required to move their families away from the homes they have spent many years to acquire, and away from the social life they have established, and the many municipal improvements they have helped to pay for, should be protected against losses in the event of the sale of their homes or moving away when the exigencies of the operation require them to change their place of residence.

The wording of the new rule that the Brotherhood proposes may be found on Page 5 of the Company brief and starts out as follows:

"When a locomotive engineer is forced to move from a home terminal to exercise his seniority to enable him to work because of management's desire to run trains two subdivisions or through existing home terminals, (existing home terminals to mean home terminals existing in 1957) or through former turn-around points. Such locomotive engineers must be compensated for the moving of household effects and further, must be compensated for any monetary loss from the sale of homes.

The cost of such homes to be determined on the value of the current condition of the homes had such homes been offered for sale 2 years prior to the notification of change in operation. The home to be defined as meaning the house, property the house stands on, the garage and necessary outbuildings and the property that such garage or outbuildings stand on. It to be understood that any locomotive engineer who has already suffered a loss because of the running of crews through home terminals or two sub-divisions, that this article of the contract be retroactive."

Management in reply says that as far as the agreement is concerned, management's rights are unrestricted in the matter of extending runs or changing terminals, and that the rule which has been in force since 1959, Article 26, Clause 1, amply protects the Brotherhood to the point of providing for impartial arbitration if agreement cannot be arrived at concerning the establishment or the changing of home terminals.

Recommendation—The Board is aware of the fact that by reason of "dieselization" and changing schedules and terminals, many employees may be uprooted. However, it takes note of the fact that recently the Minister of Transport announced that this whole problem would be referred to a

legislative committee of the House of Commons at the next session of the Federal Parliament.

No doubt this committee will go into every aspect of the matter and make a report thereon. In the meantime, the Board of Conciliation feels that the present arrangement should not be disturbed and therefore it recommends that the Brotherhood's request as outlined in its proposals be not granted in the forthcoming contract. The Board does not wish in any way to influence what the committee might decide.

XXIII—Separate Proposal Offer to Prairie & Pacific Regions Only

The Brotherhood proposes that under Article 2 of the Prairie and Pacific Regions, Road Service, they wish the rule to read 20 miles per hour where 12½ miles per hour and 15 miles per hour now appear. The engineers explain that under the present rule, a passenger engineer working between certain points specified in the said rule is paid at the rate of 15 miles per hour for preparatory and initial time, and if the time on duty exceeds the road miles divided by 20, miles per hour overtime and final terminal time is paid at 12½ miles per hour.

This the engineers say means that an engineer takes reduction in pay for final delay and overtime. Engineers submit that since mountain differential was reduced to $1.00 per 100 miles in passenger service, that it is only reasonable to expect that 20 miles per hour in initial and final terminal time should be paid as now applicable in all other passenger service in that region.

Recommendation—One of the Company proposals is to eliminate initial and final terminal delay time and hereinafter the Board has reported against the acceptance by the Brotherhood of such proposal at this time. On the other hand, it does not feel that it should increase the payment for initial and final terminal-delay time even in the Western region. Therefore, the Board recommends that no change at present be made in this rule.

XXIV—Article 2, Clause R

"Freight engineer held 2 hours or over to load or unload stock, will be paid for all time so held at freight rate, each 5 minutes to count as one mile. This time not to be included in computing overtime."

The next proposal put forward by the Prairie and Pacific Regions engineers is that engineers in freight and wayfreight or mixed-train service held to unload or load stock will be paid for all time so held at the freight rate applicable, each 5 minutes to count as one mile. At the present time engineers in freight, wayfreight and mixed-train service held 2 hours or over to load or unload stock will be paid for all time at the applicable rate to the class of service, each 5 minutes to count a mile. This request is put forward to compensate road engineers for all time occupied in loading and unloading stock en route.

The Company says that the engineers are adequately provided for by the dual basis of pay structure, which provides for payment for the trip as a whole on the basis of miles or hours, whichever produced the greater payment, and the purposes of the additional payment when time occupied in this service exceeds 2 hours, is to impose a penalty upon the Company in circumstances where crews were delayed for unduly long periods as a result of performing these services.

The Company proposes that this guarantee for payment if engineers are delayed en route more than 2 hours and doing loading or unloading stock, to have this provision taken out of the contract, and later in this report the Board reports against the deletion of the provision of this rule regarding certain penalty payments.

Recommendations—Under all the circumstances the Board does not see fit to recommend the adoption of the Brotherhood's proposal for the payment of all time taken to load or unload stock.

XIV—Prairie & Pacific Regions: Proposal of Amendments to Rules

The next proposal is that the yard engineer will be allowed 20 minutes for lunch between 4 and 5 hours after starting work, without deduction in pay, and that the yard engineer will not be required to work longer than 5 hours without being allowed 20 minutes for lunch and with no deduction in pay or time therefor.

Under this request the Brotherhood wants to reduce the time an engineer eats, from 5½ to 5 hours after starting work. The Board is of the opinion that to reduce the waiting time from 5½ to 5 hours before the yard engineer is allowed to take lunch is simply a restriction on railway operation for which there is no great need.

Recommendation—The Board therefore recommends that this request be not granted.

Company Proposals

Atlantic & Eastern Regions, Prairie & Pacific Regions

The Company requests that a rule be established to provide for payment of

actual miles or actual time on duty, whichever is the greater, calculated from time required to report for duty until released from duty on the basis of 12½ miles per hour in freight service and in short-run and short turn-around passenger service and 20 miles per hour in passenger service and eliminate all agreements, rules, regulations, interpretations or practices, however established, in conflict therewith, such as:

Article 2, Clause (a). Initial and final time—passenger service.

Clause (c). Short turn-around service.

Clauses (g), (h) and (i). Preparatory, initial and final terminal time in assigned pusher service.

Clauses (o), (p) and (q). Switching at junction, terminal at turn-around points.

Clause (r). Loading and unloading stock.

Article 3, Clauses (a), (b), (c) and (d). Preparatory time, initial and final terminal time.

Article 4, Clause (k). Preparatory and final time—yard service.

Article 5, Clause (g). Picking up and setting out diesel units en route.

Article 6, Clause (a). Plowing out side tracks.

Article 7, Clause (e). Unloading coal at water tanks.

Article 8, Clause (a), (b), (c) and (j). Work train service.

Article 12, Clause (b) and (c). Doubling.

Article 14. Running off main line.

Article 15. Hostling,

. . . and similar articles in the Atlantic and Eastern Region.

This request of the Company is a very far reaching one and seeks to eliminate the payment of any arbitraries. The Board will deal with them in the order in which they appear on the requests, and the first one is for the elimination of preparatory time.

Preparatory time is now fixed by recent agreement at 15 minutes, and as this came about as a result of negotiations within the last few years, and since there has been no real change in operating practices since that time, the Board must consider the request in this light.

Recommendation

Re: Elimination of Preparatory Time— The Board does not see fit to recommend the elimination of preparatory time arbitrary in the forthcoming contract.

The next section of the Company's request is that terminal time, both initial and final, be eliminated. Initial terminal time accrues from the time the engineer is ordered to leave the shop track or change-off point until the train leaves the outer main track switch for designated point at the initial terminal in freight service or station in passenger service.

Prior to 1917 in the Prairie and Pacific and prior to 1948 in the Atlantic and Eastern Regions, there were no initial terminal rules in effect. Rules were introduced because the employees contended there was a laxity on the part of the Company in dispatching trains from the terminals, and that the engineers should not be required to come on duty and then have to wait for various periods of time before departing, and the initial terminal delay time was, in theory, that it would provide an incentive for the Company to dispatch trains promptly on their ordered time, and the Brotherhood contended that this was a penalty that was largely within the control of the Company to avoid.

The Company contends that since the adoption of the present initial-delay rule, the average speed of freight and passenger trains has increased and therefore the miles or hours basis of payment is sufficient to take care of the situations where there are delays at the initial terminal.

Where road miles of the trip are less than 100, the Company is required to pay a minimum of 100 miles and is not permitted to use the mileage equivalent of initial-terminal time to supplement the road miles in making up the minimum. Final terminal time in freight service accrued from the time the train reaches the outer main-track switch until the locomotive is placed on the shop-track or change-off point also includes delays to trains held out of objective or final terminal due to yard congestion or other conditions. In passenger service, final terminal time commences on the arrival at the passenger station and continues until 15 minutes after the engine is placed on the shop track, and in the case of a run-through the final terminal time is paid for all time held on duty after arrival at the station with a minimum of 15 minutes, but this final terminal time can be used in both freight and passenger service to make up the minimum day.

The Company's main contention is that because of the mileage method of payment resulting as it does in engineers normally being paid miles, which when converted to equivalent hours exceeds the hours actually worked, it is no longer a justification for continuing to inflate this relationship between hours paid and hours worked for by the addition of further duplication payments such as initial and final terminal time.

On the other hand, the engineers say that initial and final terminal delay time are necessary to make sure that the Company does not unnecessarily delay the starting of the trains and the final release of the engineers at the end of the run, and

also that these arbitraries are not part of the basis of pay just the same as the miles or hours basis of pay is a part of the system of payment.

There is much to be said for both sides of this argument, but the Board is prepared to recommend on the elimination of initial and final terminal and delay time as follows:

Recommendation—The initial and final delay time is still to a large extent under the control of the Company, and to eliminate these arbitraries without some safeguards for the men or some control over the Company operations might mean, in some instances, that the men would be required to be on duty a much longer time than they are at present. There is also something to be said for the engineers' argument that the initial and final delay time is now part of their wage structure. In any event, for the duration of the forthcoming contract, the Board does not recommend that initial and final delay time arbitraries be removed from the contract.

Company Proposal re Switching Limits

Article 4, Clause (q), Atlantic and Eastern Regions reads as follows:

"Where regularly assigned to perform service within switching limits, yard engineer shall not be used in road service when road engineer is available, except in case of emergency. When yard engineer is used in road service under conditions just referred to, he shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension of industrial activities and territorial extension of facilities, must be recognized. The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiation between the proper officer of the Company and the general chairman. The concurrence of the general chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard-limit boards may or may not indicate switching limits.

This clause is not intended to prevent the Company from using yard engineers to switch industrial tracks within reasonable distance of existing terminal switching limits or yard rates and conditions, such time to be included in the regular yard pay."

Article 4, Clause (q), Prairie and Pacific Regions reads as follows:

"Yard engineer whose work takes him outside of the switching limits will receive yard rates."

The Company's request is that Paragraph (q) of the Atlantic and Eastern Regions agreement should be amended and at the same time the rule as set out in the Prairie and Pacific Regions schedule could also be amended and clarified to eliminate duplicate payment.

When a yard engineer is used in road service on the Atlantic and Eastern Regions according to the agreement just referred to, he will be paid an arbitrary of miles or hours, whichever is the greater, with a minimum of one hour for the class of service performed, and in addition to the regular yard pay and without any deduction therefrom for the time consumed in yard service. The Company says that this is a duplicate payment for which there is no justification.

In 1960 there was a case involving a yard engineer under the Western Region rule where the tour of duty was from 3 p.m. until 11 p.m. He was required to go a short distance out of the terminal to assist a disabled train into the terminal. The service was performed between 10 p.m. and 10.40 p.m., that is, within his regular yard day. Claim for 100 miles at road rates with 40 minutes spent outside the switching limits was put in, and the contention of the employee was sustained on the basis that the engineer was taken out of yard service and placed on road service, and therefore was entitled to 8 hours at road rates and conditions as well as his day's pay of 8 hours at yard rates.

In the agreement, yard service is in many places recognized as being distinct from road service. The Brotherhood points out that during the last negotiations between the Company and the Brotherhood on the Eastern and Atlantic Regions, changes were agreed to that allowed the Company to establish new switching limits for the purpose of servicing industries located beyond existing switching limits, and the rule was adopted that allowed engineers to go beyond the switching limits for a reasonable distance to switch industrial tracks without additional payment.

The Brotherhood points out that the Railway Board of Adjustment case No. 735 referred to above simply constitutes an interpretation of the proper application of the rule. It also points out that in the Prairie and Pacific Regions agreement there is a rule which restricts certain yard engineers to do yard service after they have been in yard service for over two (2) years, and these men can never change over to road service.

Recommendation—The Board does not recommend that the rules be changed as the Company requests to eliminate any duplicate payment, but it does recommend

that the Prairie and Pacific rule be deleted and that a new rule be written in on exactly the same terms as the Atlantic and Eastern Regions rule. If this rule had been in effect at the time of the decision of case No. 735 before the Canadian Railway Board of Adjustment, it would have meant that instead of paying for full 8 hours for 40 minutes duty outside the yard, the Company would have had to pay for one hour duty at road rates without any deduction for the payment for time consumed in yard service.

Straight-away or Turn-around

The Company's proposal as it affects the Prairie and Pacific Regions is to establish a rule for payment of actual miles or actual time on duty, whichever is the greater, calculated from the time required to report for duty until released from duty on the basis of 12½ miles per hour on freight service and in short run and short turn-around passanger service, and 20 miles in passenger service and eliminate all agreements, rules, regulations, interpretations and practices, however established, in conflict therewith, such as (see paragraphs Article 2(c) et seq.).

Article 2(c)

In short turn-around service between terminals and turn-around points, miles and junction switching combined or hours, whichever is the greater, will be paid on each leg of the run; all time from arrival at turn-around point to departure and all time at final terminals, from the time of making the first stop, until 30 minutes after the engine is placed on shop track will be paid on the minute basis. A minimum of 100 miles will be allowed.

All time at terminals before commencement of trip will be paid, in addition to the guaranteed mileage.

Should engineer be used out of initial point after completing a day, a new day will commence.

Regular engineer on short run, the starting point of which is away from main terminal, who wishes to lay off will be relieved at main terminal and paid actual mileage or hours, from starting point to time of relief at such main terminal. Spare engineer used to relieve such assigned engineer will be considered as having started a new day when required to report for duty. When regular engineer returns to work after being relieved as above he will take his run at the point where relieved and will be paid actual mileage, or hours, to initial point of the run. This not to apply where engineer is released at main terminal.

Article 2(j)

Continuous time will be allowed engineer in regular pusher or helper service, at freight rates, when ordered out for service at all points where regular pusher or helpers are stationed, until return to the point to which he is regularly assigned. Should engineer be held at regular established terminal (other than home terminal to which he is regularly assigned) on account of repairs to engine or track obstruction, he will be compensated as per Article 10 (Held Away-from-home Terminal).

Article 2(o)

Road engineer will be paid for switching at terminals, junctions, and turn-around points at the rate for engine and class of service, except on specified runs and as otherwise provided for, time to count from time ordered for until commencement of trip. On short runs in passenger service, switching to be paid at freight rates, except on Pacific Region, where 15 miles per hour at passenger rate will be paid. Switching tickets to be certified by conductor.

Article 2(p)

Switching to be paid for at junctions and turn-around points from time of arrival until departure of train.

Article 2(q)

Wayfreights will not be paid time or switching at turn-around points except when turning in accordance with short run regulations.

Article 2(r)

Freight engineer held 2 hours or over to load or unload stock, will be paid for all time so held at freight rate, each 5 minutes to count as one mile. This time not to be included in computing overtime.

The Company has proposed the following as added to Article 2, (b) and (c), Prairie and Pacific Regions, Company brief page 100:

"Engineer will be notified when called whether for straight-away or turn-around service and will be compensated accordingly. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call.

Engineers will not be called for turn-around service when such service involves turning at terminal 100 miles or more distant from the initial terminal. When the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turn-around point and crews in unassigned service when called for turn-around service, run out of such point without regard for first-in, first-out rules or practice. When the turn-around point is an intermediate station, engineers may be called for turn-around service without regard to the distance between such station and the initial terminal."

Recently a dispute arose between the Brotherhood and the Company concerning the proper method of payment of locomotive engineers on piggyback trains operating from Ottawa to Grove Hill and return to Ottawa. The Brotherhood contended that payment should be made on the basis of a separate trip or day in each direction, while the Company contended it had always been the prerogative of the Company to operate crews in and out of terminals in turn-around service, and this prerogative had not been abrogated by any rule. The case was dealt with by the Canadian Railway Board of Adjustment, case No. 739, and the contention of the employees was sustained by finding that it was not proper to establish runs in turn-around service between terminals where the distance is 100 miles or more in each direction.

The Company's view is that the decision did not affect the right of the Company to operate runs in turn-around service in circumstances where the distance was less than 100 miles in each direction, nor in circumstances where the distance was more than 100 miles when the run did not operate into a terminal.

Recommendation—In connection with this application for an amendment to the rule, the Board is of the opinion that the rule sought by the Company would clarify the finding of the Board of Railway Adjustment in case No. 739, and therefore recommends its adoption, and the amendment as recommended should apply likewise to the Atlantic and Eastern Regions agreement.

Company's Request for Elimination of Article 2 (o), (p), (q), Prairie and Pacific Regions

The Company wants to eliminate the above Article, which reads as follows:

Article 2

o. Road engineer will be paid for switching at terminals, junctions, and turn-around points at the rate for engine and class of service, except on specified runs and as otherwise provided for, time to count from time ordered for until commencement of trip. On short runs in passenger service, switching to be paid at freight rates, except on Pacific Region, where 15 miles per hour at passenger rate will be paid. Switching tickets to be certified by conductor.

Article 2

p. Switching to be paid for at junctions and turn-around points from time of arrival until departure of train.

o. Wayfreights will not be paid time or switching at turn-around points except when turning in accordance with short-run regulations.

The Company in its submission made a general argument for the elimination of all arbitrary payments, but it didn't enter into a detailed and specific analysis of the reasons behind its request for the elimination of the above rules.

Recommendation—The Board's view is that while there may be many arguments in favour of eliminating the arbitrary payments in general, the Company in this instance has not convinced the Board that this rule should be eliminated at this time, and therefore the Board does not see fit to recommend that the request of the Company for such elimination be granted.

The Company proposes a new rule in the Prairie and Pacific agreement relating to road-switcher service and the new rule as proposed by the Company reads as follows:

Road-switcher Service

1. Assignments operating on turn-around basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as road-switcher service.

2. Engineers operating road switcher runs will be paid $2.00 per 100 miles above wayfreight rates.

3. Engineers assigned to such road-switcher service will perform all service required and may be run in and out and through their regular assigned terminals, without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from time required to report for duty until release from duty at home terminal, subject to basic day and overtime provisions applicable.

4. Engineers in these assignments will be guaranteed 2600 miles per month at road-switcher rates. In the event of an assignment being discontinued or created during any month, engineers will be paid their full proportion of the monthly guarantee for each day held in the assignment.

NOTE: The term "road switcher" as used above does not apply to passenger, work- or mixed-train assignments.

As will be seen from reading this rule, it provides for payment on and time-off basis with not less than a minimum day of 8 hours at the rate of $2.00 above the existing wayfreight rate per day of 8 hours. In the Atlantic and Eastern Regions the rule provides for payment of time-and-a-half for overtime, while the present road-switcher agreement covering conductors and trainmen on Pacific and Prairie Regions provides for overtime on a *pro rata* basis.

The Company asserts that under the last contract there was an understanding arrived at that road-switcher assignments would be negotiated locally on a fair and equitable basis, but when the Company tried to negotiate them it was without success. These assignments, the Company asserts, were being manned by conductors and trainmen under their road-switcher service.

After considering the Brotherhood's comments on the Company's request for a road-switcher rule in the West, the Board is prepared to recommend as follows:

Recommendation—The Board recommends that the road-switcher rule presently in force in the East be applied to the West, but that the overtime in the West be paid for at *pro rata* rates as the other overtime provisions of the Western contract provide.

Loading and Unloading Stock

The Railway, under the Prairie and Pacific Region contract, would eliminate Article 2(r). This article reads as follows: Freight engineer held 2 hours or over to load or unload stock will be paid for all his time so held at freight rates; each 5 minutes to count as one mile. This time not to be included in computing overtime.

In the Brotherhood's proposals it requests that all time be paid for while loading or unloading stock, and the Company now asks that the penalty payment required if a freight engineer is held 2 hours or over to load or unload stock, be taken out of the contract.

Recommendation—The Board is of the opinion that this present clause is fair to both the engineer and the Company and recommends no change.

Work Trains

The proposal to delete the reference to work-train service under Article 8, Clause (m), under the Atlantic and Eastern Region is made by the Company. This article which the Company would have deleted reads as follows:

"Road engineer will be paid for work- or wreck-train service en route when time occupied exceeds one hour and time so paid will not be included in computing overtime."

This rule again provides a penalty when a road engineer is required to do work-train service en route if the time occupied in such service exceeds one hour. If a road engineer was required to work for several hours at work-train or wreck-train service en route, it would interfere with the incentive miles and hours rate of pay and the present provision which does not allow the road engineer to receive extra pay unless the time worked exceeds one hour is a recognition of this situation.

Recommendation—The Board recommends there be no change in this rule.

Picking Up & Setting Out Diesel Units En Route

The next proposal of the Company is to eliminate Clause (g) of Article 5, Prairie and Pacific Regions, and Clause (h) Article 3, Atlantic and Eastern Regions.

This has to do with picking up and setting out diesel units en route. Engineers in road service under the present rule, who are required to set out or pick up a diesel unit or units between terminals of a particular run which involves the making or breaking of connections between the units by the engineer, will be paid 30 minutes at the *pro rata* rate of the trip. The Company seeks to eliminate this rule. This rule was only negotiated in 1959.

Recommendation—While there may be some merit for the Company's request to eliminate this rule, since it was only negotiated in 1959, and since no conditions have changed since then which would add to the Company's arguments, the Board does not propose to recommend that this clause be deleted.

Snow-plow Service

The Company requests the elimination of Article 6, Subsection (a), Prairie and Pacific agreement.

Under this section, engineer on snow-plow and flange-train service or with spreader and snow service, will be allowed a minimum of one mile for each side track plowed out.

Recommendation—Work on the side track is snow-plow work and mileage will be allowed for track covered, whether it is in main line or side track, and therefore the Board recommends that this section, that is Section (a) of Article 6, be eliminated, as the Board is of the opinion that the engineers are paid on an hours and/or miles basis for this service, and there should be no penalty attached when the engineer runs on a side track to do snow-plow service.

Unloading Coal at Water Tanks

The next request by the Company is that Article 7(e), Prairie and Pacific Regions, should be eliminated. This reads as follows:

"Engineer in wayfreight will be paid overtime for unloading coal at water tanks."

Recommendation—This rule is now obsolete as all trains are "dieselized" and there is no more unloading coal at water tanks.

Work-train Service

The Company asks for the elimination of Article 8, Clauses (a), (b), (c) and (j), Prairie and Pacific Regions, which read as follows:

Article 8

a. The time of work trains will count from time engineer is ordered for, 8 hours or less to be one day and end (except as otherwise provided for) when registered in on roundhouse register or when tied up at the tie-up point. Engineer in this service will appear on duty 45 minutes before time ordered for and will be paid for same.

b. When mileage in work-train service exceeds 12½ miles per hour mileage will be paid.

Except:

1. That when engineer runs to or from work without equipment or material incidental to the work, mileage or hours, whichever is the greater, will be allowed; mileage run not to be included in time paid for on the hourly basis.

a. That work trains ordered for one trip will be paid mileage or hours, whichever is the greater, from initial point to point where work actually begins, on the hourly basis while working, and mileage or hours, whichever is the greater, when returning from such work. When mileage is allowed from point of work to terminal, work-train miles will end when engine is placed on shop track and 30 minutes for inspection will be allowed in addition.

c. Engineer on work train when laid up at any other than regular roundhouse with regular shopmen, will be allowed one hour after laid up by conductor to cover necessary repairs and get engine ready.

j. Road engineer held between terminals for work-train service will be paid for time occupied in such service.

This has to do with work-train service.

Recommendation—The Board doesn't recommend the elimination of Article 8, (a), (b), and (c), but would recommend that Article 8, Clause (j) be deleted and the following substituted therefor:

"Road engineer will be paid for wreck-train or regular-train service en route when time occupied exceeds one hour and time so paid will not be included in computing overtime.

Article 12—Prairie & Pacific Regions

Clause (b). Actual mileage will be paid for doubling, if in excess of 5 miles one way.

Clause (c). Not less than 10 miles will be allowed for each double or at regular doubling points.

Recommendation—These sections would appear to be obsolete and the Board therefore recommends their deletion.

Running off the Main Line

Article 14

Mileage or hours made when engine is run more than one mile off main line will be added to mileage of trip.

The Company requests elimination of Article 14, Running off the Main Line.

Recommendation—The Board doesn't recommend that this rule be changed.

Hostling

Article 15

(a) Except as otherwise specified, engineer will be paid a minimum of 30 minutes at rate for class of service for hostling engine preparatory to commencement of trip, or when putting engine away at completion of same where engineer is required to do such work, but when it takes more than 30 minutes, actual time will be paid for such work.

Engineer will not be required to hostle engine during time paid for by other arbitraries, for the purpose of depriving him of hostling allowance. Duplicate payment will not be made in any case.

(b) Hostling of engine at end of run in short-run service may be used to make up a minimum day.

Recommendation—The Board understands this work is now obsolete and therefore recommends the deletion of this rule from the contract.

Company Proposal—Atlantic Regions

The Company proposes to extract 1 per cent now included in the basic rates of pay in lieu of health and welfare benefits, and asks that the fifth and sixth paragraphs from the preamble be deleted and it provide instead for separate payment of $4.87 per month in lieu of health and welfare benefits.

The Company has an agreement with its non-operating employees who participate in what is known as a benefit plan, and effective January 1, 1959, this was increased to $4.87 per month from the original figure of $4.25. When the amount was increased to $4.87 per month the Company agreed to make this payment in respect of each of its operating employees.

Recommendation—The Board recommends that the Company's request be accepted. It is already accepted in the Prairie and Pacific Regions by the engineers.

Wages

Request

The Brotherhood's request is that basic rates of pay, arbitraries and special allowances be increased by 15 per cent.

In support of its position, the Brotherhood went to great lengths to demonstrate how the relative position of the wage rates of the engineers vis-a-vis those of wage earners of other sectors of the Canadian economy has deteriorated very drastically since the pre-war period and in the post-war period as well, and the Brotherhood submits that the differentials earlier enjoyed should be restored.

By the material filed, the Brotherhood submits that it is apparent that if the basic wage rates of passenger engineers are to be restored to the differential existing in 1939 and 1946, they would have to be increased by 63 per cent if they were to be equal to the general average of all industries since 1939, and 34 per cent since 1946. Similarly, the material presented to the Board by the Brotherhood was to the effect that there would need to be a 67 per cent increase on current basic rates of through-freight engineers to restore differentials existing in 1939, with a general average in all industries, and a 33 per cent increase to restore the same differentials that existed in 1946 with a general average of all industries. Further, similarly, to restore the 1939 and 1946 differentials for yard engineers would require a percentage increase of 29 per cent and 7 per cent respectively.

Other tables that the Brotherhood presented would indicate that the increases required by locomotive engineers to restore the 1939 relationship between their earnings and those of the durable-goods workers, would be 22 per cent for passenger engineers, 23 per cent for freight engineers and 33 per cent for yard engineers. Further,

they would indicate that the percentage increases required on current locomotive engineers' rates to restore the 1939 and 1946 relationships between locomotive engineers and the average hourly earnings of male wage earners in the durable-goods industry, would be 22 per cent for passenger engineers, 23 per cent for freight engineers and 33 per cent for yard engineers to restore the 1939 relationship. Also, to restore the 1946 relationship, there would be no increase required with passenger engineers or freight enigneers but there would be a 9 per cent increase required for yard engineers.

Productivity

The Brotherhood also submits that it has an excellent case for a substantial increase in rates of earnings because of the increase in the productivity of its labour, and in this connection it submitted information which would indicate that the revenue traffic units per man-hour worked by locomotive engineers have increased 77 per cent between 1939 and 1960, including a rise of 58 per cent since 1951, while at the same time their hourly earnings have increased only 45.5 per cent since 1939.

The Brotherhood then discussed the question as to who is responsible for an increase in productivity.

The average annual earnings of passenger engineers in 1960 was $8,679, freight engineers $7,446, yard engineers $6,612. The Company asserts that to earn this money, passenger engineers work 31 hours a week, freight engineers 36 hours and yard engineers from 40 to 48 hours, and that translating the annual earnings into average hourly earnings, the passenger engineer earns about $5.00 an hour, the freight engineer about $3.80 and the yard engineer about $2.66, and that with earnings such as this, above stated engineers are in the forefront of all industrial employees.

The Brotherhood then discusses the question as to who is responsible for the increase in productivity and acknowledges that "dieselization" has unquestionably been a major factor in making a rapid rise in productivity possible. At the same time it emphasizes the point that trains don't move by themselves and that heavier train loads produce a marked increase in productivity. The Brotherhood also suggests that yard automation will produce comparable increases in yard productivity to those already shown in road-service productivity.

The Brotherhood frankly admits that there is no way to determine the extent to which each factor of production has contributed to this rise in productivity, but submits that engineers are entitled to a substantial increase in return by reason of their contribution to the increased productivity.

The Board's view is that productivity in industry or in a service industry such as the railway, is not directly translated into increased net earnings, and increased productivity does not, in every case, create increased ability to pay higher wages.

There has been increased productivity in railway operations, but the experience of the railroads has been that by reason of the inroads of competitive forms of transportation, the total freight revenue ton-miles of all types of transportation in terms of constant dollars, has increased at several times the rate of increase of freight revenue enjoyed by railways during the last 10 to 15 years.

The Brotherhood of Locomotive Engineers is vitally concerned with the continued operation of the railways, and the continued employment of engineers. Increased labour costs accelerate the rate at which the Company tries in every way possible to decrease the number of employees. This tendency would go on whether wages are static or not, but substantial increase in wages accelerates the tendency to contract the size of the labour force. Increased labour costs, which amount in railway operations to over 60 per cent of the revenue dollar, therefore, must be amply justified before being recommended.

The Company asserts that 3.4 per cent of all Canadian Pacific Railway employees are locomotive engineers, but in 1960 they received compensation of 5.8 per cent of the total compensation paid to all railway employees of the Canadian Pacific. The Company states that engineers are the highest paid employees in all the running-trades group. The Company submits that the present earnings of engineers place them in the top bracket of all industrial workers.

While these earning figures as given by the Company are taken from the mid-month count of engineers employed, they may not be completely accurate and they may be somewhat high if the exact earnings of every individual engineer were known, but in any event, engineers' earnings are such as to put them in the forefront of wage earners in the Canadian economy.

The Company then submitted statistics which would indicate that average hourly earnings of engineers have increased in absolute figures faster than those of other railway employees since 1945. The Company also points out that since 1945, the

average compensation per hour worked increased 167 per cent for passenger engineers, 168.7 per cent for freight engineers and 152.4 per cent for yard engineers, while at the same time the Consumers' Price Index increased only 70.7 per cent.

The Railway also points out that since 1945, total freight transportation by all means of transportation has increased 56.3 per cent and at the same time the railways' share has fallen by 23.4 per cent, while their absolute traffic volume has increased by only 7.3 per cent. In other words, while other means of transportation have been expanding very rapidly, the absolute volume carried by railway has been increasing very slowly.

In answer to the Brotherhood's submission that a substantial increase should be made to restore differentials, the Company points out that settlements have been made in previous contracts without reference to restoration of differentials, and the Board should not have added to its responsibility that of examining the merits of all settlements since 1939. The Company further says that in the functioning of a free economy, the argument as to the restoration of differentials is not one that has merit.

It is understandable that the Brotherhood, who in 1939 enjoyed a very enviable rank as far as wages were concerned, does not like to lose its position in the economy, but the Board is of the view that there is no good and valid reason why labour values in relation to other labour values must remain static in a non-static economy, and to use any specific date, whether it be 1939 or 1946 as a basis of comparison, without knowing all the factors that entered into the 1939 and 1946 wage structure, would be very dangerous indeed.

The Company points out, and with this the Brotherhood does not disagree, that the engineers enjoy a relatively high level of income, and it is to be noted that 87.8 per cent of the engineers have annual earnings of over $6,000, that 57.3 per cent have annual earnings of over $7,000 and that 23.3 per cent have annual earnings of over $8,000.

Cost of Living

There has been a modest increase in the Consumers' Index Cost of Living in the last 2 years, and in the period between 1945 and 1960, the Consumer Price Index increased 70.7 per cent, whereas engineers' compensation increases during the same period are substantially in excess of this.

Increases Given to Other Railway Employees

A very high proportion of the total employees of the Railway have recently received a very substantial wage increase under a two-year contract. While both the Company and the Brotherhood submit, and it is well recognized, that the engineers bargain collectively for themselves as a group, this Board cannot ignore the fact the Company has paid substantial increases under the contract recently completed with its non-operating employees.

Recommendation—The Board has weighed carefully all the material submitted by the Brotherhood and the Company with respect to the application by the Brotherhood for a substantial increase in wages and for complete retroactivity in connection therewith.

The termination provisions under the Prairie and Pacific agreement provide that it will remain effective until February 15, 1961 and thereafter, unless revised or superseded. Sixty days notice shall be given by either party of its desire to revise or supersede this agreement and may be served at any time subsequent to December 16, 1960.

The Brotherhood gave notice of its desire for changes and amendments under date of January 16, 1961, so that the agreement remained in full force and effect until March 16, 1961, and the agreement covering the Atlantic and Eastern Regions provides that it will remain in effect until January 14, 1961 and thereafter, until revised or superseded, and that 120 days notice shall be given by either party of its desire to revise or supersede this agreement. Also, that notice may be served at any time subsequent to September 15, 1960, and the Brotherhood gave notice of its desire to revise the agreement under date of November 16, 1960, with the result that this agreement by its terms ran to March 16, 1961, so that in both contracts the actual termination date of the agreements became March 16, 1961, and the recommendations hereinafter made concerning retroactive wage adjustment, are thus necessarily limited in their retroactive features to the actual termination dates of the contracts.

For Engineers on the Atlantic & Eastern Regions

a. For Engineers on the Atlantic and Eastern Regions effective from March 16, 1961, 1 per cent increase in basic rates of pay, arbitraries and special allowances based on rates in effect March 15, 1961. (After giving effect to the 1 per cent deduction on account of health and welfare payment in the Atlantic and Eastern Regions.)

b. September 16, 1961 a further 1 per cent increase on the same basis as above.

c. The first pay period following signing the agreement a further 1 per cent increase on the same basis as above.

d. September 16, 1962 a further 2 per cent increase on the same basis as above.

e. September 16, 1963 a further 1½ per cent increase on the same basis as above.

Contract to expire on March 15, 1964. All increases based on basic rates of pay in effect on March 15, 1961, the date of expiration of the last contract. (After giving effect to the 1 per cent deduction on account of health and welfare payment.)

For Engineers on the Prairie & Pacific Regions

a. Effective as and from March 16, 1961, 1 per cent increase in basic rates of pay, arbitraries, special allowances, based on rates in effect on March 15, 1961.

b. September 16, 1961, a further 1 per cent increase on the same basis.

c. First pay period following signing agreement, a further 1 per cent increase on the same basis.

d. September 16, 1962, a further 2 per cent increase on the same basis.

e. September 16, 1963, a further 1½ per cent increase on the same basis.

Contract to expire on March 15, 1964. All increases based on basic rates of pay, arbitraries and special allowances in effect on March 15, 1961.

When the increases above recommended are fully in effect, they will result in an increase in cents per hour earnings to passenger engineers of 32.63 cents, freight engineers 24.70 cents and yard engineers 17.29 cents.

All of which is respectfully submitted.

(Sgd.) J. C. ANDERSON
Chairman

(Sgd.) R. V. HICKS
Member

(*See Addendum*)

DATED at Belleville, Ontario, the 27th day of November 1961.

MINORITY REPORT

After having met with my colleagues on this Board, both in the conciliatory stages and in executive sessions, it became apparent that I could not associate myself with the recommendations which were drafted by the Chairman and endorsed by the Company nominee, my confrère Mr. R. V. Hicks. Although on some items I could possibly have agreed, the number and importance of my dissents made it more practical for me to prepare this minority or dissenting report in the course of which I shall indicate the points where I do concur with my colleagues.

I must say at the outset that I consider the report of a Conciliation Board not as an adjudication whereby arbitrators or judges decide what is right or wrong according to the strict evidence adduced, but only as a last effort to suggest to parties involved in an industrial dispute, a solution to their problems.

In this particular case, as the Board Chairman suggested at the outset of the hearings and obtained consent from the parties to omit any kind of formal evidence, it becomes evident that in the absence of clear evidence on many points, no adjudication is acceptable nor fair, and I shall refuse to follow that line and restrict myself to indicate possible avenues of compromise to the parties.

I have carefully read the notes of the Chairman of the Board as endorsed by the Company nominee, and I shall follow the same order as closely as possible in order to facilitate the work of the parties who may try to utilize all our notes in some way to effect a peaceful settlement of their *dispute*.

A—Requests of the Brotherhood

No. 1. Add to Preamble (Eastern and Atlantic Regions)

a. New clause to control material change or alteration to existing working conditions.

This request of the Brotherhood reflects the growing concern of labour facing rapid technological changes together with clauses which leave to management the full discretion of making whatever changes in working conditions that it sees fit in its fallible, human and collective mind.

The Brotherhood did present a very excellent subsidiary brief on this point, which did not seem to retain much of the attention of my two colleagues when you read their recommendation on this request.

However, it is high time that the uncontrolled discretion of management be made subject to challenge in decisions which may affect the livelihood and careers of many citizens, as well as the fate of their families.

More specifically in this particular case, it could very well be that the solution of the Brotherhood could be altered or modified in many ways, but it remains that a control must be set up. The recommendation of the majority of your Conciliation Board means nothing at all. First it says that the Company only has the obligation to forewarn the Brotherhood of any change "*insofar as possible*". Then to compound this it states that the Company's obligation, besides forewarning insofar as possible, stops at "*discussing* the effect of the changes with . . .' the Brotherhood's chairman. Suppose the discussion is gone through and yet management's decision remains unthinkable.

What would be the recourse of the Brotherhood? No recourse.

I therefore recommend that a paragraph similar in intent to the one suggested by the Brotherhood be inserted in the preamble.

b. In paragraph 4 of preamble amend 120 days notice to 60 days notice.

I concur with my colleagues in recommending acceptance of this Brotherhood request.

c. Rates of pay per day of 100 miles.

Since this deals with wage increases, I shall deal with it at the end of this minority report.

No. 2. Article 2(b) Initial Terminal

(1) Preparatory Time—Since this deals with an arbitrary allowance, I would like to tackle all of this problem at the same time.

(c) (3) Short-turn Passenger Rule—By this demand the Brotherhood only requests that the pay for overtime work be on the basis of time-and-one-half like all other workers across Canada do receive, instead of a rate close to straight and normal-hours pay. My two colleagues refuse this request because, as they state, overtime does not occur often. I fail to see the point. I would therefore recommend granting this request of the Brotherhood.

No. 3. Freight Service

(b) Initial Terminal—(1) Preparatory Time—The Brotherhood requests an increase in the arbitrary allowance for preparatory time. I shall deal later with arbitraries. The majority of the Board rejects this request. I have a counter proposal that I shall elaborate upon later.

No. 4. Yard Service

(a) Engineers' Rates of Pay per Day of 8 Hours—Change to unit basis of pay and increase resulting rates by 15 per cent.

The latter part of this demand is wage increases and I shall deal with it at the end of this report.

The other demand deals with a change in the classification of engines for pay purposes.

I concur with the recommendation of my two colleagues that a weighted average should be used but this average to be based on all yard units in service. This would equalize the method for yard service with the methods for passenger and freight service.

(s) *Cancelling Yard Assignments*—I recommend that the Brotherhood re-discuss this item with the Company in post-conciliation meetings in view of an overall settlement.

(t) *Afternoon and Night Differentials in Yard Service*—This request is rejected by a majority of the Board because of extra cost involved. Another reason is that locomotive enginers are not to be compared with other workers.

The figures produced during the hearings indicate that not all engineers are in yard service and among the latter, only a fraction work on shifts. Therefore the cost could not be as substantial as alleged in the majority report. The Brotherhood did establish that shift differentials are a universally-recognized fact in industrial relations, and the percentages requested by the Brotherhood are standard, that is, 5 per cent for the evening shift and 10 per cent for the night shift.

Every worker in Canada will recognize the legitimacy of this demand and the percentages claimed by the engineers. What is even more interesting is that in the evidence, it was revealed that workers in the other transportation media under practically similar conditions of work, do receive shift premiums: air transport, urban and suburban passenger transport, interurban bus and coach transport and trucking.

Finally, I do not recognize the validity of the argument of my colleagues on that point for another reason. As will be seen from a summation of their recommendations, whatever is peculiar to locomotive engineers in their working conditions, they systematically recommend to abolish. One has to be logical. If locomotive engineers must be considered like any other category of Canadian workers and must therefore relinquish particular and special conditions of work, then it is also imperative that they be granted all and everyone of the working conditions and benefits of other Canadian workers, including shift differentials. I therefore recommend that in the next collective agreements between the Carrier and the Brotherhood, shift differentials as requested by the Brotherhood be inserted.

No. 5. Article 5

Clause (b). Deadheading.
Clause (f). Attending in court.
Clause (h). Setting up unit or units for multiple service.

As to clause (b), I concur with my colleagues in recommending transportation costs plus lowest deadhead rate for the time occupied in deadheading.

As to clauses (f) and (h), these demands should be re-discussed with the Company in the light of overall final settlement in post-conciliation meetings.

No. 6. Wayfreight Service

Article (7), Clause (c)—This demand should be re-discussed with the Company in the light of the overall final settlement in post-conciliation meetings.

No. 7. Work Train—(Article 8)

Clause (m)—I feel that the Brotherhood's case on this point was well established: (1) the present rule may lead to many abuses: and (2) the C.P.R. already applies the rule required here on the Prairies and Pacific Regions of its system.

Why the inequity?

I recommend the adoption of this Brotherhood request.

No. 8. Held-away-from Home Terminal (Article 10)

Clauses (a) and (d)—I feel that the Brotherhood's case was well established on these two points and I recommend their adoption. The majority has failed to deal with clause (d).

No. 9. New form of Motive Power (Article 11)

This request, rejected by the majority of the Board because there is no such new motive power, nor is there any foreseen in the near future, is a modest attempt by the Brotherhood to prevent the major drama of many Canadian workers in recent years being replaced by new workers trained on new machines when new inventions have spelled the workers' doom through loss of employment.

I believe very strongly that this demand should have received and warranted much more attention than many others, and cannot be lightly brushed aside. It underlines the yet unaccepted concept of the property of the job for long-service employees.

No. 10. Operation of Diesel Backwards (Article 12)

Clause (c)—I go further than my colleagues who, although they acknowledge the soundness of the Brotherhood's request, refuse to recommend its incorporation in the collective agreements. I recommend incorporation of this Brotherhood demand.

No. 11. Annual Vacation with Pay (Article 16)

Clause (d)—My two colleagues make a recommendation on this, granting 4 weeks of vacations after 25 years instead of after 35.

We did not have to make any recommendation as a Board on this item, since both parties declared during hearings that they had agreed on the principle of this addition and that the only point left in issue was the wording of the rule governing it. A careful study of the respective texts proposed by the parties brings me to the conclusion that the Company text would open the door to disputes. I therefore recommend the adoption of the proposed Brotherhood draft.

No. 12. Discipline—Investigations (Article 19)

I concur with my colleagues on a proposed new clause (d).

No. 13. Booking Rest (Article 23)

This demand of the Brotherhood led to long discussions before the Board. As may be seen, it also brought long remarks by the majority of the Board, the majority coming to the conclusion that it rejects the demand. Under suggestion of the Chairman of the Board, no oral evidence was adduced and on this particular point, I do regret the absence of evidence since it does involve the security of the public.

Not having personally driven trains, it was with great attention that I listened to illustrations and read arguments by the parties, in trying to visualize what it could be to drive a train containing either many human lives or valuable freight, during a span of more than 8 hours. I have had occasions to drive cars on business for more than 8 hours at a stretch and alone. If it is any small basis for comparison, I see much justification in the request of the Brotherhood, especially when I think of the safety of the public.

On the other hand, I fail to see that it is the responsibility of the Brotherhood to go before the Board of Transport Commissioners. Let us imagine what position the Brotherhood would be placed in if the simple following question were to be thrown at its members by the Board's Commissioners: "Are you pleading before us that you have been endangering the lives of human beings"?

I recommend the adoption of this change to the rule such as proposed by the Brotherhood.

No. 14. Engine conditions (Article 25)

The rules requested here by the Brotherhood are, reduced to simple terms, an attempt to transform material conditions of work rules based on the operation of steam engines to diesel engines. If it be

true, as was claimed by Carrier representatives during the hearings, that "dieselization" of trains is the utmost in modern rail transportation, I fail to understand any objection to the demands of the Brotherhood. I would therefore, contrary to the majority of the Board, adopt these very elementary demands.

No. 15. Article 26

(a) *New Rule to Define Duties of an Engineer*—The Brotherhood has presented a convincing case of this point:

1. The change-over from steam to diesel makes it imperative to transform all rules which list duties of engineers.

2. Further, these duties appear in partial form in various sections of the agreements and it becomes a matter of efficiency that they be consolidated in one section.

The majority of the Board turns down this very sensible request with the following argument, and I quote:

"The very definition of duties might be interpreted so as to restrict or avoid work which had never been intended or contemplated, although it might not be specifically spelled out in the duties as defined."

I say on the contrary that they must be defined because:

"the very *absence of definition* of duties might be interpreted so as *to cover* or *impose* work which had never been intended or contemplated, although it might not be specifically spelled out in the duties as defined."

I therefore, for this very obvious reason, recommend adoption of the rule proposed by the Brotherhood.

(b). Cancelling of Assignments—This new rule is the equivalent of standard collective agreements clauses regarding omission by management to notify employees that their shift is not working. As all workers will realize, they possess a guarantee in those circumstances.

The majority rejects this routine demand which I hereby recommend for adoption.

No. 16. New Rule: Rest Houses other than Work Trains

I concur with my colleagues' recommendation on this item.

No. 17. New Rule: Statutory Holidays

I was astonished to realize during the hearings that locomotive engineers, except in yard service, did not enjoy the universally recognized principle of statutory holidays. The majority of the Board recommends rejection of the Brotherhood demand for three reasons:

a. Cost.

b. Departure from present situations in railway industry.

c. Locomotive engineers have much leisure time in road service since they work, on an average, below 40 hours a week.

As to (c), many categories of workers today who work less than 35 hours per week, e.g. photoengravers, printers, lithographers, etc., receive paid statutory holidays. Further, many categories of workers who are placed in the identical position described by the majority report, that is, having to work on these statutory holidays because of the very nature of their functions, still enjoy them by way of an equivalent number of substitute paid days, e.g. firefighters, policemen, manual workers for cities, etc.

As to reason (b) above, I do not consider it serious enough to reject the demand. If every conciliator were to refuse to make a suggestion in any field of industrial relations because it would break new grounds, no progress would ever be achieved. Unless one considers that kind of progress as an evil in itself. If recommending statutory holidays brings about a settlement and if it does rectify an unbelievably backward area of the collective agreements between these two parties, I do not hesitate to recommend its adoption by the parties.

Here again I point out that my two colleagues, in all of their majority report, attempt to bring the working conditions of locomotive engineers in line with those of other workers by suggesting the abolition of many things now existing which differ from other collective agreements. If so, what appears in the working conditions of every other Canadian worker must also be present in the collective agreements between this Carrier and the Brotherhood, and who has ever heard of a Canadian worker who does not enjoy paid statutory holidays in the year 1961.

The Brotherhood adduced solid evidence that in all other types of transport, statutory holidays are an established and recognized fact.

I would therefore recommend the adoption of this new rule proposed by the Brotherhood.

No. 18. New Rule: Radio Telephone

I concur with my two colleagues in rejecting this Brotherhood demand.

No. 19. New Rule: Payment of Wages on every Second Thursday

No. 20. New Rule: Disposal of Homes—Moving

This request should be re-discussed with the Carrier in post-conciliation meetings.

No. 21. Increase in Arbitrary Allowance (Prairies and Pacific Region—Road Service). Article 2, art. 2(b), (1) and (2)

I shall deal with the arbitraries further along.

No. 22. Loading and Unloading of Stock. Article 2 (2)

I concur with my colleagues in the rejection of this demand of the Brotherhood.

No. 23. Lunch Period of 20 Minutes. Article 4(n)

This change, by reducing the in-between meal periods from 5½ hours to 5 hours, will simply make the rule applying to yard engineers more comparable to the situation prevailing in any modern plant. I would recommend adoption of this request, which will not be as was said by the majority report rejecting this demand of the Brotherhood as ". . . a restriction on railway operation . . ."

B—Requests of the C.P.R.

No. 1. Arbitraries

The Company's biggest demand is a request for the complete elimination of all arbitrary allowances, a list of which follows:

Article 2. Clause (a). Initial and final-time passenger service.

Clause (c). Short turn-around service.

Clauses (g), (h) and (i). Preparatory, initial and final terminal time in assigned pusher service.

Clauses (o), (p) and (q). Switching at junction, terminal at turn-around points.

Clause (r). Loading and unloading stock.

Article 3. Clauses (a), (b), (c) and (d). Preparatory time, initial and final terminal time.

Article 4. Clause (k). Preparatory and final time-yard service.

Article 5. Clause (g). Picking up and setting out diesel units en route.

Article 6. Clause (a). Plowing out side tracks.

Article 7. Clauses (e). Unloading coal at water tanks.

Article 8. Clauses (a), (b), (c) and (j). Work train service.

Article 12. Clauses (b) and (c). Doubling.

Article 14. Running off main line.

Article 15. Hostling and similar articles in the Atlantic and Eastern Reigon.

While discussing the Brotherhood requests, I did put aside requests for increases in arbitrary allowances presented by the Brotherhood, because I intended to deal with the problem of arbitraries as a whole.

Across the years, the Carrier did recognize the validity of the position of the locomotive engineers on these arbitrary allowances which are defined loosely.

". . . payments to which engineers are entitled for certain periods of time before the commencement of the trip and at the end of the trip and for certain times when engines run through terminals."

As a matter of fact the C.P.R. did build these arbitrary allowances into the wage structure.

A fundamental difficulty arises in my view in the fact that many persons, including the Chairman of the present Board, have been impressed with the word "arbitrary." This is reflected in the approach which is equivalent to abolishing these allowances by the engineers bargaining them away. These persons believe and state that the more time elapses, the less value arbitraries have for the engineers as a bargainable item.

I am far from convinced that these allowances have only a relative and diminishing value. I say that since they were accepted by both parties as being an integral part of wages, they have an almost absolute value, a concrete value, such as, for instance, when another union will state in negotiations: "We want a 10 cents increase in wages, of which 5 cents shall be applicable to basic rates of pay and 5 cents shall be deposited on behalf of each employee in a pension fund." If the Company agrees that 10 cents is justified, it is not because 5 cents of the 10 cents is turned into a pension fund, that this 5 cents has only an arbitrary, diminishing or relative value. It becomes, just as much as arbitrary allowances here, an integral and concrete part of the wage structure.

I am therefore quite unwilling to concur with my colleagues in their recommendations for reduction of or abolition of arbitraries.

I am on the other hand not ready to increase arbitraries. My recommendation will be on a totally different basis:

a. I suggest parity between C.P.R. and C.N.R. whenever applicable.

b. Any reduction or abolition of arbitraries must be compensated directly by an equivalent increase in the basic rates of pay, thereby avoiding the infliction of any loss to the locomotive engineers. These increases in the basic rates of pay to be independent from and applied before the addition of any general increase in the basic rates of pay.

c. As of the women where these arbitraries are reduced and especially if removed entirely, the engineers must be relieved of any responsibility for the mechanical preparation and/or inspection of the locomotives. In any plant, operators of machines are not requested to prepare, repair or maintain machines before they start work and after they finish. Somebody else is called upon and paid for that.

I must add that no conciliation Board should tread lightly on this difficult problem. One does not in a few strokes of the

pen end a long history of negotiations where the Brotherhood and the C.P.R., for various reasons and as a consequence of collective bargaining, have agreed to the insertion of this special system of pay in the wage structure.

A recommendation to that effect could very well mean a stoppage of work and this is a very heavy responsibility to shoulder even if the recommendations of a Board like this one have no judgment value, and only amount to suggestions which both parties are quite free to throw away and do it completely, legally.

With these basic remarks in mind, my recommendations on the Company requests regarding the various arbitraries listed above shall be:

Elimination of preparatory time—I concur in rejecting this request.

Elimination of initial and final terminal delay time—I concur in rejecting this request.

Elimination of switching limits—I would reject this request. It is not because an arbitration Board has found against a Company in applying a rule of a collective agreement, that the next Conciliation Board has the duty of amending that rule to serve as an appeal of the Arbitration Board decision.

Straight-away or Turnaround—I would reject this request of the Company. I make the same remarks here regarding the appeal from Arbitration Board (Canadian Railway Board of Adjustment case 739).

Elimination of Article 2 (o), (p), (q). Prairie and Pacific—I concur in rejecting the Company request.

Road-switcher Service (New Rule)—I reject this Company request.

Work trains—I concur in rejecting this request.

Picking up and Setting out Diesel Units en Route—After having rejected this Company request, my two colleagues in a supplementary report, have changed their minds and the reason thereof is another Railway Board of Adjustment decision. Again I object to a Conciliation Board serving as an appeal court. I reject this request of the Company and I disagree with my two colleagues on their supplementary recommendation.

Snow-plow service—I reject this Company request and disagree with my colleagues.

Unloading Coal at Water Tanks—I concur with my colleagues in granting the Company request.

Work Train Service—I would reject this Company request in toto.

Doubling—I would reject this Company request.

Running off the Main Line—I concur in rejecting this request.

Hostling—I would reject this Company request. This terminates the chapter of arbitraries.

As to the other Company request, I would recommend as follows:

No. 2. Health and Welfare Benefits

I concur with my two colleagues.

Wages—Retroactivity and Duration of Agreement

I have read the notes of my colleagues on wages, retroactivity and duration of the agreement. I definitely do not concur with either the motives or the conclusions arrived at therein.

For years, settlements of wage disputes in the railway industry in Canada have been on the basis of equality between the running trades and the non-operating trades, that is equality in settlement terms.

It is even notorious that it has always been the favourite argument of C.P.R. in opposing attempts by operating trades to break the pattern, to point out that settlements have always been the same for the two groups. It is also notorious that the Chairman of the present Conciliation Board has supported this view in previous recommendations on other Boards in the railway industry.

I therefore come to the first conclusion that the least that this Board can do on wages is to grant a general increase in basic rates equivalent to the one which was granted to the non-operating trades recently by this same C.P.R.

During the course of these Conciliation Board proceedings, the C.P.R. did not make any offer regarding wages.

However, the recent non-ops settlement was on the following basis:

January 1, 1960—1.13 per cent
September 1, 1960—2.83 per cent
May 1, 1961—4 per cent
for a total wage increase of 7.96 per cent.

Regarding some of the arguments used by my colleagues, I would like to comment as follows:

Although it is true that the C.P.R. has had a lesser share of the transportation business in recent years, the operations which it did have were much more profitable than previously. This is due in part to the greater

productivity, of which a certain degree must be credited to more efficiency on the part of the engineers.

As regards the average earnings of locomotive engineers in 1960, it was stated by the Carrier that it was around $7,000 per year. Assuming that this figure is correct and not an error, it still would not make of them the "aristocracy of Canadian employees" as was quoted.

And even if it were so, we must not forget that we are living in a society which prides itself to possess a free economy. Every citizen has been brought up with the Horatio Alger story. There is therefore nothing wrong in the locomotive engineers, just like every other Canadian citizen, attempting to increase or maintain their standard of living.

Regarding the increase of 20.5 per cent in the wages of engineers in the last five years, it must be remembered that this has been standard for all Canadian workers. Also it has been the same as for all other categories of railway workers.

In reading the notes of my colleagues, I find they suggest a 3-year agreement from March 16, 1961. Since none of these two parties has asked for a 3-year agreement, I find they had no mandate to recommend a 3-year agreement. It was *ultra-petita*. My recommendation on wages will therefore be for a two-year agreement from date of expiry.

In the case of the Prairie and Pacific collective agreement, this means from February 16, 1961, and in the case of the Atlantic and Eastern Region, this means from January 15, 1961.

I come to the conclusion, after having weighted the various factors involved, that as to wages the following increases should be paid by the Carrier:

A. Atlantic and Eastern Region—Effective from January 15, 1961, 2 per cent on basic rates of pay, arbitraries and special allowances based on rates in effect January 14, 1961.

A further increase of 2 per cent on January 1, 1962, on the same basis, and a further increase of 3 per cent on October 1, 1962, on the same basis.

B. Prairie and Pacific Regions—Effective from February 16, 1961, 2 per cent on basic rates of pay, arbitraries and special allowances based on rates in effect February 15, 1961. A further increase of 2 per cent on January 1, 1962, on the same basis, and a further increase of 3 per cent on October 1, 1962, on the same basis.

I wish to thank the parties and my two colleagues on the Board for their co-operation in attempting to arrive at a solution.

Signed in Montreal, the 9th day of December 1961.

(*Sgd.*) MARC LAPOINTE,
Member

SUPPLEMENTARY STATEMENT

With further reference to the Board's recommendation concerning the Company's request to eliminate Clause (g), Article 5, Prairie and Pacific Regions—re payments made for picking up and setting out diesel units en route; as I understand it, when the contract was completed in 1959 on the Prairie and Pacific Regions a new clause, (g), was added to Article 5. This new clause (g) reads as follows:

g. *New Clause—Picking up and Setting out Diesel Units in Road Service*

Road engineers on diesel locomotives who are receiving road rates of pay and are paid under rules applicable to road service, who are required to set out or pick up a diesel unit (or units) between terminals of a particular run which involves the making or breaking of connections between the units by the engineer, will be paid 30 minutes at the *pro rata* rate of the trip. The allowance provided for herein shall be paid but once at each point where such service is performed, regardless of the number of units set out or picked up at such point. The term "unit (or units)" is intended to mean a unit or units that were operated or are to be operated by the engineer on the run on which the service is performed.

The allowance provided for herein will not be applicable when a unit or units are picked up or set out because of mechanical failure.

This clause does not convey a contractual right to the service referred to in the first paragraph of this clause.

Under Article 2 of the Prairie and Pacific Regions contract, Subsection (o), road engineers are paid under the following rule:

o. *Road Switching*

Road engineer will be paid for switching at terminals, junctions, and turn-around points at the rate for engine and class of service, except on specified runs and as otherwise provided for, time to count from time ordered for until commencement of trip. On short runs in passenger service, switching to be paid at freight rates, except on Pacific Region, where 15 miles per hour at passenger rate will be paid. Switching tickets to be certified by conductor.

As a result of the inclusion of the new rule relating to payments to road engineers for picking up and setting out diesel units, a dispute arose between the Canadian Pacific Railway (Pacific Region) and the Brotherhood of Locomotive Engineers concerning the claim of engineers for 30 minutes extra pay for picking up diesel units. This case went to the Board of

Adjustment (case No. 733 reported in The Labour Gazette, October 1960, Page 1046). The report of the Board of Adjustment gives the facts and the decision as follows:

Case No. 733. Dispute between Canadian Pacific Railway (Pacific Region) and Brotherhood of Locomotive Engineers concerning the claim of engineers for 30 minutes extra pay for picking up diesel units.

An engineer spent two hours and 10 minutes at a Canadian Pacific junction point, during which time, besides performing switching duties, he picked up a diesel unit. This latter operation entailed making the connections with his other units.

He submitted a claim for 30 minutes for picking up the unit, in addition to the time he spent at the junction. His claim was reduced by 30 minutes and he was paid for 2 hours and 10 minutes.

The employees contended that engineers were entitled under an article in the agreement to 30 minutes, over and above other allowances for the trip, for picking up diesels en route when this involves making connections.

This article stated that "Road engineers on diesel locomotives who are receiving road rates of pay and are paid under rules applicable to road service, who are required to set out or pick up a diesel unit (or units) between terminals of a particular run which involves the making or breaking of connections between the units by the engineer, will be paid 30 minutes at the *pro rata* rate of the trip . . ."

The company contended that duplicate payment was not provided for under the rule cited. It declared that the Brotherhood's claim that the 30-minutes allowance was agreed upon over and above other allowances for the trip was not correct.

The contention of the employees was sustained.

The decision of the Board of Adjustment means that when a diesel unit was picked up or set out in conjunction with other switching, a duplicate payment must be made, the one payment being made under the above rule relating to payment for all time at junctions and turn-around points when switching is performed and the other payment being made under the new rule above set out, Article 5(g). As a result of the decision, an engineer who picks up a diesel unit at a junction point in conjunction with other switching and is at such point for say 45 minutes, receives 30 minutes pay for picking up the unit and an additional 45 minutes for switching, making a total of one hour and fifteen minutes although only 45 minutes was occupied in all.

My view is that the Clause 5(g) relating to picking up and setting out diesel units in road service should be amended so as to eliminate duplicate payment when diesel units are picked up in conjunction with other switching at junction points under Article 2 Clause (o), Pacific Region junction and turn-around switching rule.

(*Sgd.*) J. C. ANDERSON,
Chairman

November 29, 1961.

ADDENDUM

Although I have signed the Report containing the recommendations of the Chairman, His Honour Judge J. C. Anderson, I am unable to subscribe, in their entirety, to all of the conclusions or views expressed therein. My major difference concerns the proposal of the Company for the elimination of Article 2 (o), (p) and (q) (Prairie and Pacific Regions) as dealt with on pages 47-47a of the Report. The rule concerns the payment of an arbitrary with respect to turn-around and junction switching.

In dealing with the question as to what increase, if any, should have been recommended in respect of the new Agreements between the parties, in my view due weight should have been given to the application and effect of the Company's proposals regarding the discontinuance of certain rules.

It is readily apparent that due to changing conditions over the years, these rules (or arbitrary payments) have become unrealistic and untenable in principle. They superimpose a form of premium pay on the already extremely favourable dual system of payment, without there being any justification for any extra payment whatsoever. The Brotherhood's position is that its total basis of compensation should be maintained. It is, however, axiomatic that, under today's extremely competitive conditions, there is surely no more right for an employee to preserve an unjustified and unwarranted form of extra pay than there is for his employer to perpetuate unwarranted costs, whatever form they may assume.

In this regard, I am impressed by the principle enunciated by Gordon Cushing, when as head of the Canadian delegation to the International Labour Organization Conference at Geneva, he stated, "There is little room for bargaining decisions by management and labour which are made in the belief that the normal workings of the economy will absorb their mistakes." It seems to me that this kind of principle is

pertinent in this context, because superfluous rules enabling employees to receive premium compensation for normal duties for which they are already receiving regular compensation, cannot be justified and should not be borne by the Railroad, its customers or the economy of the nation. Certainly, if Canada is to be able to compete effectively in world markets, unjustified costs of this nature cannot be perpetuated.

The refusal of the Brotherhood to consider any justifiable further reduction in the arbitraries, for the simple reason that they were modestly adjusted under the expired agreements should not, in my opinion, inhibit the Board from considering them fully on their merits in relation to the total wage issue.

If a different point of view were adopted, the Company's refusal to consider a wage increase (except on a qualified basis involving elimination of certain of the rules) would equally preclude the Board from considering a recommendation for increased wages. The day is long past when one party can expect to rest its case on the proposition that "what we have we hold, and what is yours we negotiate"; collective bargaining must be mutual in its application if its purposes are to be achieved and the changing economic requirements of the nation satisfied.

With these considerations in mind, it cannot logically be denied that the arbitrary for turn-around and junction switching, which does not apply to the Atlantic and Eastern Regions, is completely devoid of merit. It is nothing else than payment twice for the same unit of work which is part of the employee's normal duties. For these reasons alone, in my opinion there is no justification for perpetuation of such an arbitrary.

In addition, I am compelled to the conclusion that, with the greatest of deference, sufficient weight has not been given in the Report to the Company's proposals in relation to the wage increases recommended thereunder. The few recommendations treating favourably with the Company's proposals represent very modest improvement for it. Conversely, the wage increases taken together with the other recommendations favourable to the employees, are of a substantial nature in the light of the extremely high level of earnings already enjoyed by them and the going pattern of wage settlements throughout other industries.

In my respectful opinion, in view of these recommended wage increases, realistic treatment should be accorded the Company through the elimination now of an arbitrary which, as emphasized above, has no basis for perpetuation other than the fact that it was at one time introduced under conditions different from those prevailing today. It is my opinion and recommendation that Article 2 (o), (p) and (q) (Prairie and Pacific Regions) should be eliminated.

All of which is respectfully submitted.

(*Sgd.*) R. V. Hicks
Member

November 28, 1961.

Report of Board in Dispute between

Barnhill's Transfer Limited, Truro, N.S.

and

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

The Board of Conciliation and Investigation, consisting of John F. Simonds, union nominee, and Kenneth Matthews, Q.C., company nominee, with Magistrate Nathan Green, Q.C., as Chairman, met the representatives of the company and the union on September 21 and 22, 1961 at Halifax, N.S., and heard the full submissions of the parties with respect to the issues in dispute.

The Board again met with the representatives of the parties at Halifax on September 25, 1961.

The union was represented at the meetings by George Williams, John Strong, Aurele LeBlanc, Clair Roy, Gerrard Beaton, and the spokesmen on behalf of the union Gerald N. Keddy and Wallace F. Jewers. Douglas S. Moffat and Clarence Thompson represented the company and John H. Dickey, Q.C., made the representations on its behalf.

The only point left in issue when the matter reached conciliation level was that of wages. The other issues which had been in dispute, namely, (1) Vacation with pay;

(2) Time when employees should be granted meal period; (3) Responsibility of drivers concerning checks on equipment; (4) Amount of remuneration for meals; had all been clarified and a basis of agreement reached before the conciliation officer appointed by the Department of Labour.

Following the hearings which concluded at 6.00 p.m. on the 22nd, members of the Board met again at the Lord Nelson Hotel with the union representatives until ten o'clock that evening and the following day, the 23rd, the members of the Board again met. The Board conferred by long-distance telephone on the 24th of September and on the 25th of September; the Board met again at Halifax and had before it Gerald Keddy, on behalf of the union, and Messrs. Moffatt and Dickey on behalf of the company; shortly before midnight the parties agreed on a schedule which they would recommend to their respective principals for ratification, and which the Board unanimously recommends.

The collective agreement between the parties was executed on the 27th of November, 1961, a copy of which is attached to this report.

All of which is respectfully submitted.

Dated at Halifax, Nova Scotia, this 29th day of November, 1961.

(*Sgd.*) NATHAN GREEN,
Chairman.

During December, the Minister of Labour received the unanimous Report of the Board of Conciliation and Investigation established to deal with a dispute between Barnhill's Transfer Limited, Truro, N.S., Locals 76 and 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The Board was under the chairmanship of Magistrate Nathan Green, Q.C., of Halifax. He was appointed by the Minister on the joint recommendation of the other two members, Kenneth Matthews, Q.C., Truro, N.S., and John F. Simonds, Saint John, N.B., nominees of the company and union, respectively.

The Board was able to have the parties reach agreement on the matters in dispute during the Board hearings and a collective agreement embodying the terms of settlement was subsequently signed.

The Report is reproduced here.

Canadian Railway Board of Adjustment No. 1 Releases Decisions in 15 Recent Cases

The Canadian Railway Board of Adjustment No. 1 has released its decisions in 15 cases heard September 12, 1961.

Eight of the disputes were over discipline: two concerned dismissals as a result of involvement in collisions; two related to suspensions, of an engineer for not accepting signals and of a trainman for not protecting a position after accepting the call; one concerned a dismissal for consumption of intoxicants on duty and one a demotion of a yardmaster whose crew was found drinking beer on duty; one was over the assessment of discipline against a yard foreman for refusing to weigh cars, and one over the assessment of demerit marks against a conductor for incorrectly registering the time of his train's arrival at the terminal.

Six disputes were over methods of or claims for payment: an engineer's claim for deadheading, a yard crew's claim for payment for the time during which they were prevented from working by a picket line, the method of payment of a crew on road-switcher service when required to run to a spur beyond the road-switcher limit, claims for runarounds by a crew not called for an extra operated by a spare crew, a claim by a yard crew not called for auxiliary service, and a claim for time spent switching at a turnaround point.

The remaining dispute was over the right of Saint John engineers to free overnight accommodation at Moncton.

In seven cases the Board did not sustain the employees' contention. In two cases the Board did not sustain the employees' contention but suggested that the company give consideration to a further appeal from the union. In one case it did not sustain the employees' contention but reduced the period of suspension that had been imposed.

The contention of the employees was sustained in three cases, and in two others it was partly sustained. In one of these it was sustained to the extent of granting two of the four turnarounds claimed, and in the other to the extent of reducing the discipline assessed to a reprimand.

Summaries of the 15 cases, Nos. 766 to 780, are given below.

Case No. 766—*Dispute between Canadian Pacific Railway Company (Pacific Region) and Brotherhood of Locomotive Engineers over an engineer's claim for payment of deadheading.*

The Canadian Pacific Railway Company (Pacific Region) advertised two temporary vacancies on the enginemen's spare board at Medicine Hat. Two enginemen exercised their seniority to fill the vacancies.

Another engineman exercised his seniority to take the train vacated by one of the two enginemen but no one applied to fill the other vacated assignment. An engineman who was the junior man was therefore required to deadhead from Medicine Hat to Swift Current to fill this vacancy.

He submitted a claim under one article of the agreement for 147 miles deadheading. The Company said that, under another article of the agreement, he was not entitled to payment for deadheading.

In its contention, the Brotherhood asserted that such claims had been paid on previous occasions under similar conditions.

The Board did not sustain the employees' contention.

Case No. 767—*Dispute between Canadian National Railways (Prairie Region) and Brotherhood of Locomotive Engineers over a suspension assessed to a locomotive engineer for not accepting signals to back a train over public crossings.*

An engineer was required to shove a freight train from the main line to an industrial spur as part of his regular assignment. The engineer refused the yard crew's signals for the back-up movement, contending that it was not safe to back up over one railway and five public crossings and that the train should be turned around and pulled.

For refusing to accept the signals, the engineer was suspended from service for 90 days.

The employees objected to the suspension and contended that the engineer acted according to safety instructions outlined in the Uniform Code of Operating Rules. The Brotherhood argued that employees are not compelled to follow blindly signals that may create, in their opinion, an unsafe condition.

The union requested removal of the suspension and payment for the time the engineer was held out of service.

The company contended that, in the case under dispute, the backing-up operation was a normal switching movement, made many times previously without incident or refusal. All safety requirements enumerated in the Code for this type of operation were fulfilled, visibility was ideal, and the yard foreman in charge of the movement was fully qualified.

Since it is the yardmaster's duty to see that all movements within the switching limits are made with minimum delay to make tracks free for other operations, there was no justification for the engineer's assumption of responsibility. Had the engineer's suggestion been followed, four yard movements and six train movements would have been unnecessarily delayed, the company said.

Therefore, the company claimed, the engineer was involved in a serious breach of operating rules and practices, and the discipline assessed was warranted.

Parties to the dispute appeared before the Board and presented additional written and oral evidence.

The contention of the employees was not sustained.

Case No. 768—*Dispute between Canadian National Railways (Atlantic Region) and Brotherhood of Locomotive Engineers over the right of engineers to free overnight accommodation at end of run opposite to their home terminal.*

When a new hump yard was opened in Moncton in November 1960, a new railway YMCA was put into service to accommodate locomotive engineers coming in from Saint John. Until then, they had been accommodated, free of charge, at a rest house.

Free accommodation at the YMCA continued to be provided for the regularly assigned engineers from Saint John, during their lay-over in Moncton, until April 1961, when the time table was changed. From then on, the engineers have been charged $1.50 minimum for the use of YMCA facilities.

The employees contended that, according to the current agreement, locomotive engineers are to be provided with comfortable and sanitary quarters where reasonably required. According to another rule, locomotive engineers may also, when the time table is changed, exercise their seniority to any assignment within their territory.

In the case under dispute, both terminal points on the run belong to the same seniority territory and, therefore, the locomotive engineers, whether they live in Saint John or in Moncton, are entitled to exercise their seniority, and bid for any assignment between the two points, and to retain their home station privileges.

When the Saint John engineers have to lay over in Moncton, the company should provide them with free accommodation, the employees contended, and those who had to pay for the use of the YMCA should be re-imbursed for such expenses.

The company argued that Moncton has always been and is the designated home terminal for the Moncton-Saint John run. The Saint John spare board is subsidiary to Moncton, and is maintained only for the convenience of employees living in Saint John, to save the regular men from deadheading on their own time. It does not imply that, because relief engineers are provided from it, Saint John is their "home terminal" on this run.

The company contended that it is not responsible for the domicile of its employees; although it does not object to the men's living in Saint John, it cannot create two separate home terminals on the same run and, therefore, is not obliged to assume the expense for free accommodation for men who do not live at their home terminal. Saint John engineers bidding on this assignment are aware that the home terminal is in Moncton and should be prepared to assume the expense of their accommodation there. The rule cited by the employees has always been interpreted to mean that sleeping quarters would be provided for men away from their home terminal.

Although the relief men under this arrangement had been granted free rest house facilities as a privilege, it was never recognized that the same must be granted to regularly assigned engineers with home terminal in Moncton.

To support its denial of the employees' claim, the company supplied several letters concerning recognition of the home terminal on this run.

Both parties appeared before the Board and presented additional written and oral evidence.

The Board noted that the issue affects only those engineers who are allowed by an agreement to retain home station privileges at Saint John, although they are assigned to runs with home terminal at Moncton.

The contention of the employees was sustained.

Case 769—*Dispute between Canadian National Railways (St. Lawrence Region) and Brotherhood of Locomotive Engineers over reinstatement of an engineer who was dismissed for a violation of Uniform Code of Operating Rules which caused a collision.*

An engineer who worked for the railway company in various capacities for more than 40 years was discharged from the service in 1959 as a result of a serious accident for which an investigation held him and his crew primarily responsible. At the age of 60, in poor health, and physically unfit to obtain employment in other industry, the engineer has been refused by the railway re-employment in any capacity that would entitle him to apply for a pension.

The employees contended that, since the engineer gave a lifetime of service to the company, the railway should take into consideration his failing health and reinstate him, so that he could apply for a pension from the fund to which he had contributed over the years.

The Company pointed out that the engineer was discharged as a result of a major catastrophe in which four passengers and one employee lost their lives, twelve other passengers and ten employees were injured, and the damage amounted to more than $101,000.

Upon his discharge, the engineer did not take advantage of the discipline rule that entitled him to appeal the decision within 30 days. Instead, after several months, the Brotherhood sought his reinstatement on compassionate grounds, with the understanding that, if reinstated without being permitted to resume work, he would immediately apply for his pension.

The engineer's reinstatement for the purpose of obtaining his pension was given a sympathetic consideration by the company, but concurrence was found impossible because it would have meant circumvention of discipline rules in a case where, through negligence, five people were killed and twenty-two injured.

The company further pointed out that the C.N.R. Pension Plan is not a negotiable item and does not form a part of the collective agreement between the Brotherhood and the company. Therefore, the company contended, applicability of the pension rules does not fall within the jurisdiction of the Canadian Railway Board of Adjustment No. 1, and the Board has no authority in this matter.

The parties to the dispute appeared before the Board and submitted additional written and oral evidence.

The contention of the employees was not sustained. The Board suggested, however, that the company receive a further appeal from the Brotherhood on behalf of the engineer, giving it any consideration that may be justified in view of his age, length of service, and state of health.

53741-5—7

Case No. 770—*Dispute between Canadian National Railways (Mountain Region) and Brotherhood of Railroad Trainmen over 90-day suspension of a trainman for failure to protect conductor's position after he accepted the call.*

A call for service on a work train which was to leave from Port Mann at 6:30 a.m. was received and accepted by a trainman who, at that time, had his gear stored in his regular caboose at Vancouver yard. The trainman reported to the Vancouver yard office at 6:00 a.m. and stated that he required transportation to Port Mann with his gear, by taxi at the company's expense.

The yardmaster told the trainman that he had no authority to call a taxi, that the trainman would have to provide his own transportation by bus, and that his gear could be sent after him by a train leaving Vancouver yard at 11 o'clock. When the trainman found this solution unacceptable, another trainman had to be called in to the Port Mann work train, which was thus delayed by 4 hours and 15 minutes.

Trainmen at Vancouver are required to protect any work out of Port Mann, where no trainman spare board is maintained. The company, therefore, interpreted the trainman's action in this case as a failure to protect the position after having accepted the call, and assessed him a disciplinary suspension of 90 days.

The employees objected to this disciplinary measure and requested that all record of the suspension be erased and that the trainman receive full compensation for all earnings lost during the suspension. Their contention was that the company did not prove the charge against the trainman, who, in no instance, had refused to protect the conductor's position.

As the trainman had advised the crew clerk about his need for transportation from Vancouver to Port Mann before he accepted the call, the delay and his inability to report at Port Mann resulted from the company's failure to deadhead him to the point where he was to begin work, the Brotherhood argued.

The employees contended that the company had no right to suspend the trainman in this instance, and by doing so violated the conductors' schedule by imposing a fine to the amount of monetary loss sustained because of the suspension.

The company contended that its right to set up crews at Port Mann has been firmly established and has never been disputed. Vancouver men are required to protect positions working out of Port Mann: crews can be set up at Port Mann as well as Vancouver, with relief for these crews to come from Vancouver as there is no spare board established at Port Mann. There is no agreement that would require the company to furnish transportation for Vancouver trainmen called to protect a position at Port Mann.

In the disputed case, the trainman who was called to Port Mann reported at Vancouver instead and, in consequence of his refusal to provide his own transportation to Port Mann, the work train was considerably delayed. The attitude of the trainman, who tried to interpret the schedule as he saw it without any reference to existing agreements and contracts, the company said, challenged the fundamental principles of the working contract.

The company contended that men cannot interpret the schedule as they see fit and then refuse to take work that is offered. If this were permitted, almost any man out of any terminal could at some time or other find an excuse for not accepting a call, which would mean that the company would have no recourse in discipline and its contracts and agreements would be useless.

The company further asserted that because, in brief, the trainman accepted a call and failed to report for duty, the discipline assessed was justified and the allegation that a fine had been imposed was designed to confuse the issue; no fine was imposed.

The parties to the dispute appeared before the Board and presented additional oral and written evidence.

The Board did not sustain the contention of the employees, but suggested that the discipline of 90 days was excessive and reduced it to 30 days. It also recommended that the parties should discuss and agree on the procedure to be followed in calling and in transporting employees called at Vancouver to report for duty at Port Mann.

Case No. 771—*Dispute between Canadian National Railways (Atlantic Region) and Brotherhood of Railroad Employees over the dismissal of a brakeman for consumption of intoxicating liquor while on duty.*

A brakeman who was on duty on a passenger train, on booking off duty at 9:15 p.m. on his arrival at the end of his run, was taken out of service for having allegedly partaken of intoxicating liquor while on duty. After an investigation the following day, the brakeman was discharged from the service for violation of the Uniform Code of Operating Rules, which prohibits the use of intoxicants while on duty.

The employees contended that the brakeman did not violate the rule because he did not partake of liquor while on duty,

but after he had booked off duty and had booked 12 hours rest. His dismissal therefore was unjust, and he should be reinstated in the service with seniority rights unimpaired and paid for all time out of service.

The company contended that its action was justified by the following facts:

The brakeman was still in uniform when seen staggering on the station platform at 9:20 p.m., after the train crew went off duty as a unit at 9:15 p.m. The assistant superintendent and the acting trainmaster, who noticed that the brakeman's breath smelled of liquor, arranged for him to be taken to a doctor's office for examination. The brakeman agreed to go, but on arrival there refused to submit to tests to establish the alcohol content in his system.

In his statement at the investigation the following day, he denied having taken a drink while on duty, but admitted taking one when off duty.

The company contended that it was inconceivable that a man would reach, in five minutes, the state of intoxication observed. But, even if this was conceded, he was still subject to the rule that prohibits the use of intoxicants or narcotics by employees *subject* to duty. Although he had booked off duty, he was still subject to duty because, the company pointed out, he was a qualified conductor. The company cited the rule that provides for the filling of conductors' vacancies at terminals where a conductors' spare board is not maintained.

Since the trainman admitted that he had consumed liquor before 9:20 p.m. while, according to rule cited, he was still subject to duty, and thus became unfit to accept a call if required to work as a conductor, he did violate the rule against the use of intoxicants.

The parties to the dispute appeared before the Board and presented additional written and oral evidence.

The contention of the employees was not sustained.

Case No. 772—*Dispute between Canadian Pacific Railway Company (Pacific Region) and Brotherhood of Railroad Trainmen over a yard crew's claim for payment for time they were prevented from working by a picket line.*

On the first day of the strike by the Brotherhood of Locomotive Firemen and Enginemen in May 1958, two yard foremen and crews and a switchtender were to report for their regular assignment at the Moose Jaw yard at 7:00 a.m. They approached the main gate in time to begin work at the regular hour but were prevented from entering the yard by "a solid wall" of picketing firemen. The two firemen and their crews did not begin work until 12:30; the switchtender not until 12:45.

One foreman and his crew worked a total of six hours and 40 minutes, 12:30 to 7:10, and were paid eight hours regular time. The other foreman and crew worked eight hours and 15 minutes, 12:30 to 8:45, and were paid eight hours regular time and 15 minutes overtime. The switchtender worked 10 hours and 15 minutes; he was paid eight hours regular time and overtime for two hours and 15 minutes.

Subsequently, these employees submitted tickets for eight hours at regular rates for the period 7:00 a.m. to 3:00 p.m., and for time-and-one-half for time worked after 3:00 p.m.

The employees contended that the men were entitled to payments as claimed because they were ready to report and available for duty from 7 o'clock on. If they were late, it was because the company failed to arrange for their safe passage through the picket line. The situation was tense and the passage could be effected without bodily harm only by the use of force.

The company contended that these employees, from its point of view, started their duty only at the time they reported. An employee, it said, earns his pay by reporting to his place of work at the time required for duty and by performing the work required of him during the whole of the period for which he is to be paid. Therefore, the employees were properly paid for service performed.

Both parties presented additional oral and written evidence before the Board.

The employees' contention was not sustained.

Case No. 773—*Dispute between Canadian Pacific Railway Company (Pacific Region) and Brotherhood of Railroad Trainmen over the method of payment to a train crew operating on road switcher service when required to run to an industrial spur beyond the road switcher limit.*

A train crew on a road switcher assignment of 20.5 miles from home terminal and return was required to service an industrial spur extending a further 21.3 miles. For some time, the trip tickets on this assignment were submitted and paid according to an article of the current agreement where road switcher service is defined and rates specified.

On two days of the second month of the assignment, however, the crew filled out their tickets on the basis of a wayfreight trip and time on the spur, according to an article of a 1956 memorandum of agreement. The company adjusted these tickets and paid the employees as before, under the provisions of the road-switcher rule.

For the next two months, the crew submitted claims on the road-switcher basis plus time on the spur. Again the company adjusted these claims. Subsequently, except for the occasional claim for time on the spur, the crew submitted tickets based on the road-switcher rule.

The employees objected that this rule does not apply in this case, because road switcher service is defined as one that does not extend beyond 30 main track miles in either direction from the starting terminal, and the distance from the starting point to the destination on the spur was 41 miles. The employees contended that the crew was operating under freight conditions and should be paid accordingly.

The company contended that the crew was being properly paid in accordance with the road switcher rule.

Both parties presented the Board with additional written and oral evidence.

The contention of the employees was not sustained.

Case No. 774—*Dispute between Canadian National Railways (Great Lakes Region) and Brotherhood of Railroad Trainmen over claims for four runarounds by a crew not called for an extra operated by a spare crew.*

To operate an extra passenger train from Stratford to Toronto and back via Owen Sound, a crew from the spare board at Stratford was ordered in straight-away service. This train ran through Palmerston, the home terminal of a conductor and crew who were first out in unassigned service.

Believing they were entitled to man the first extra train operating from Palmerston, the crew submitted claims for four runarounds because they were not called for this extra passenger train. The company declined the claims.

The employees cited an article of the current agreement that reads: "Unassigned freight crews will be run first-in first-out, of the terminal on their respective subdivisions and, if available, will be entitled to man all extra train service . . ."

The company cited the first paragraph of the same article. It provides that unassigned freight crews manning extra passenger trains will not be run beyond the recognized freight section for unassigned freight crews, "unless such freight section or the adjacent freight section is less than 100 miles and both freight sections [are] on the same seniority section . . ." In this case, runarounds will not be allowed, the article stated.

These rules had been applied in the past to special passenger trains running over freight territory with no objection from the employees, the company said. In the case under dispute, equipment had to be obtained from Stratford, deadheaded through Palmerston to Owen Sound, from where it carried passengers to Toronto and back, and returned from Owen Sound without passengers to Stratford.

The distances on all three adjacent freight sections on the same seniority territory are under 100 miles, the company contended, and the crew that manned the passenger train were compensated according to the rules.

When presented with additional oral and written evidence, the Board found that the movement over two freight sections was in order, but the movement over the third freight section was not.

The contention of the employees was sustained to the extent of payment for two runarounds.

Case No. 775—*Dispute between Canadian National Railways (Great Lakes Region) and Brotherhood of Railroad Trainmen over claims by a yard crew that was not called for auxiliary service.*

A crew was ordered with an auxiliary from London to rerail equipment in Brantford Yard and return with the auxiliary to London.

A yard foreman and two helpers who were available at that time on the spare board in Brantford submitted claims for eight hours at yard rates, because they were not called for this service. Their claims were declined by the company.

The employees contended that, according to the current agreement, wreck work performed wholly within the recognized switching limits where yardmen are employed is to be done at yard rates and under yard conditions by the yardmen available from the spare list maintained there.

In the case under dispute, the work was performed within the switching limits of the Brantford yard, a point where yardmen are employed. Therefore, the employees argued, Brantford yardmen were entitled to the work given to the crew from London.

The company contended that all the service performed by the London crew in turnaround service must be recognized as wreck service, regardless of the fact that the work in connection with rerailing equipment was done in Brantford Yard. The rule cited by the employees was intended to apply only when the tire service is performed within the yard limits, the company claimed, and has been applied according to this interpretation in the past without any request for revision. Any other interpretation would be neither practical nor economical.

The parties presented the Board with additional written and oral evidence.

The Board noted that, in the instant case, the crew was called in turnaround service and went into wreck service after arrival at Brantford Yard. Inasmuch as wreck service was performed wholly within recognized switching limits, a yard crew should have been used.

Under the circumstances, the contention of the employees was sustained.

Case No. 776—*Dispute between Canadian National Railways (St. Lawrence Region) and Brotherhood of Railroad Trainmen over the demotion of a yardmaster whose yard crew was found drinking beer while on duty.*

A yardmaster was demoted to yard foreman because, during his shift, ten yard employees were found drinking beer while on the job.

The Brotherhood contended that the company, in this case, failed to notify the yardmaster of charges against him. The demotion was based on an incorrect assumption that the yardmaster should have been out in the yard and aware that the yard crews were drinking while on duty. The yardmaster was performing his duties at his desk in accordance with established practice and it was impossible for him to know that anything unusual was going on in the yard.

The employees requested that the discipline assessed to the yardmaster be cancelled and that he be reimbursed for the loss of earnings sustained through demotion. Their request was declined by the company.

The company contended that, according to the discipline rule of the agreement cited by the employees, a yardmaster *may* be held off for investigation not exceeding three days and is to be properly notified of charges against him. In this instance, the yardmaster was not held off for investigation, but was called in when he was off duty; at the investigation, he was advised that he was not being accused of violating the rule against drinking on duty.

The company contended that the manner in which the demoted man had discharged his responsibilities indicated that he was not a fit yardmaster; the serious infractions discovered during his shift would never had attained such proportions had he shown some interest in his work and had he given some supervision to the outside operations rather than remain at his desk.

The parties to the dispute appeared before the Board and presented additional written and oral evidence.

The contention of the employees was not sustained.

Case No. 777—*Dispute between Canadian National Railways (St. Lawrence Region) and Brotherhood of Railroad Trainmen over discipline assessed to a yard foreman for refusing to weigh cars.*

A yard foreman was instructed to switch out and weigh cars but refused to do it, protesting that weighing cars was not part of a yard foreman's duties. The yardmaster insisted that he carry out orders, and, after some discussion, the foreman began to switch out the cars. Later, the foreman held a discussion with the superintendent, after which he was relieved of his duties and sent home.

Later on, the foreman was assessed 20 demerit marks as discipline for causing delay to the yard shift, objecting to the yardmaster's instruction, and using abusive language toward the yardmaster. The company rejected the Brotherhood's attempts to have the discipline removed and the foreman reinstated in his former position.

The employees contended that the yardmaster was in error when he insisted on the foreman's performing work that was not part of his duties, and in which he had little experience.

They further contended that the foreman was justified in stating his objections, that the delay to the yard engine did not delay any train or cars and that it was normal practice to discuss the listed work. There was no evidence to support the charge of abusive language, they asserted.

The company contended that the yard foreman admitted, in his statement during the investigation, having previously weighed cars; doubting the yardmaster's word when told about the superintendent's instruction to weigh cars; and delaying switching operations through discussion. There were two witnesses who had heard the abusive remarks, the company said.

Additional written and oral evidence was presented before the Board.

The employees' contention was not sustained.

Case No. 778—*Dispute between Northern Alberta Railways Company and the Order of Railway Conductors and Brakemen and the Brotherhood of Railroad Trainmen over the claim by a conductor and crew for time spent switching at a turnaround point on a side trip.*

A wayfreight assignment included a side trip to be made twice a week. The conductor and crew on this assignment claimed one hour and 35 minutes for turnaround switching at the station to which the side trip was made; the company declined the claim.

The employees contended that two paragraphs of the article in the current agreement covering "short runs" justified their claim. One paragraph specifies that on runs in excess of 100 miles, straight away or turn around, actual miles and terminal switching will be paid, also switching at turnaround point, and that overtime at *pro rata* rate will be paid when the road time exceeds the road miles run divided by twelve and one half. The other paragraph states that, when trains are delayed at turnaround points for 30 minutes or less while engine crews are eating, trainmen's tickets covering such delays are to be allowed.

The employees contend that the distance between the two terminals on this assignment was 131 miles; the distance from the terminal to the junction, 35 miles; and the distance from the junction to the turnaround point on the side trip, 26 miles. On arrival at the latter point, the crew ate and then was required to switch the elevator track, team track, and wye the engine after making up the train for the return trip.

Therefore, the employees contended, the crew should be paid according to the rules cited for all time at the turnaround point from time of arrival to time of departure.

The company contended that the side trip was part of the crew's assignment and, since it did not exceed the 100-mile limit specified, the rule cited by the employees did not apply.

The parties to the dispute presented the Board with additional written and oral evidence.

The contention of the employees was sustained.

Case No. 779—*Dispute between Northern Alberta Railways Company and the Order of Railway Conductors and Brakemen and the Brotherhood of Railroad Trainmen over assessment of demerit marks against a conductor for incorrectly registering his train's arrival time.*

A conductor registered his arrival at the terminal at 7:20 a.m. instead of the correct time of arrival, 6:20 a.m. When the auditor pointed out his mistake, the conductor wrote a letter to the auditor, and subsequently made a statement to the assistant superintendent; in both instances he admitted his error. The company assessed him 10 demerit marks for incorrectly registering arrival of train at terminal.

The Brotherhood objected to this discipline on the conductor's behalf but failed to reach an agreement with the company and subsequently forwarded the case to the Board.

The employees contended that anyone can make a mistake of this sort and does not warrant demerits for such a small error. A letter drawing the conductor's mistake to his attention, with a warning to watch his register times more closely in the future, would have been sufficient. The employees further requested that the demerits assessed be removed from the conductor's record.

The company contended that the correct registration of trains at designated registration points is a matter of considerable importance, and that errors of this type cannot be disregarded. Since it has been established that the conductor was negligent in this instance, and in addition subjected the company to unnecessary correspondence, the discipline assessed was entirely justified.

The parties to the dispute appeared before the Board and gave additional oral and written evidence.

The contention of the employees was sustained to the extent of reducing the discipline assessed to a reprimand.

Case No. 780—*Dispute between Northern Alberta Railways Company and the Order of Railway Conductors and Brakemen and the Brotherhood of Railroad Trainmen over the dismissal of three employees involved in a collision.*

A conductor and two trainmen failed to clear or properly protect their freight train against a passenger train and a head-on collision occurred. The fireman of the passenger train was killed and a tank car in the freight train ruptured, and its contents ignited. Flaming gasoline enveloped the station building and caused death of the agent, his wife and his son living there. The accident also caused very extensive damage to equipment and serious delays to trains.

The conductor and the trainmen were dismissed for violation of the Uniform Code of Operating Rules.

The Brotherhood pleaded for their reinstatement on the ground that all three employees had rendered the company many years of loyal service, the conductor being close to retirement after working 33 years

(*Continued on page 230*)

LABOUR LAW

Legal Decisions Affecting Labour

B.C. Supreme Court upholds ban on using union dues to support political party or candidate for political office; in another decision, quashes arbitration award. Ontario court rules invalid dismissal of union officers without hearing

In British Columbia, the Supreme Court has ruled constitutionally valid the 1961 amendments to the British Columbia Labour Relations Act preventing the use of union dues to support a political party or a candidate for political office.

In another decision, the Court ruled that when an employer dismisses an employee for proper cause, he is not required to prove the employee's guilt beyond reasonable doubt.

In Ontario, the High Court ruled that the requirement of natural justice demands a fair hearing for local union officers before their dismissal by the national president acting under the union's constitution.

British Columbia Supreme Court . . .

. . .upholds constitutional validity of legislation banning use of union dues for political purposes

On August 25, 1961, Mr. Justice Whittaker of the Supreme Court of British Columbia held that Section 9(6) of the Labour Relations Act was *intra vires* the provincial legislature as being legislation relating to property and civil rights in British Columbia. The section, added to the Act in 1961, prohibits, *inter alia,* the use of union dues, collected either through check-off arrangements or paid as a condition of membership in the union, to support a political party or a candidate for political office.

Subsection (1) of Section 9 of the Act provides that every employer shall honour a written assignment of wages to a trade union certified under the Act; subsection (2) sets out the form of the assignment for the purpose of securing to the union payment of initiation fees and membership dues; subsection (3) provides for the remission each month by the employer to the union of the fees and dues deducted.

The new subsection (6) provides, in paragraph (a), that no employer shall refuse employment to a person or discriminate against a person in regard to employment because that person refuses to contribute to a political party or to a candidate for political office; paragraph (b) provides that no trade union shall refuse union membership to a person who refuses to make a contribution, directly or indirectly, to a political party or to a candidate for political office; paragraph (c) (i) provides that no trade union shall, directly or indirectly, contribute to any political party or a candidate for political office any moneys deducted from an employee's wages under the assignment of wages under subsection (1) or a collective agreement, or paid as a condition of membership in the trade union; paragraph (d) provides for a statutory declaration made by a duly authorized union officer that "the trade union is complying with and will continue to comply" with clause (c) during the term of the assignment of wages under subsection (1) or during the term of the collective agreement as a condition for any deduction by the employer from the wages of an employee on behalf of the trade union.

Under the terms of a collective agreement dated January 15, 1960, the Imperial Oil Limited agreed to honour written assignments of wages given by employees and to remit the union dues each month to Local 16-601 of the Oil, Chemical and Atomic Workers' International Union, which was a certified bargaining agent for about 160 of the company's employees.

When subsection (6) became law, the company requested delivery of the statutory declaration required by clause (d) of subsection (6). The union refused to supply such a declaration. Then the company refused to make deductions of union dues

This section, prepared by the Legislation Branch, reviews labour laws as they are enacted by Parliament and the provincial legislatures, regulations under these laws, and selected court decisions affecting labour.

from wages of its employees." This refusal brought court action by the union, claiming specific performance of the check-off clause of the collective agreement and a declaration that it was not within the competence of the provincial legislature to enact Section 9 (6) (c) of the Labour Relations Act.

Counsel for the union argued that Section 9 (6) interfers with the growth and development of political parties and thus with the proper functioning of parliamentary institutions in Canada; that it interferes with the status of trade unionists in Canada by curtailing their freedom to participate in politics and political parties; that it interferes with Dominion elections; that it abridges civil rights enforceable by trade unions outside the province; that it is inoperative because the statutory declarations required thereunder are legally unobtainable in British Columbia.

Mr. Justice Whittaker noted that the union constitution requires Local 16-601 to pay $2 per capita per month to the parent international at Denver, Colorado. The local contended that its international union had in the past, through its head office in Denver, contributed money to a political party in Canada and to at least one candidate for political office in Canada. As these contributions have been made out of the international union's ordinary revenue, which consists of the per capita payments made by local unions, which, in turn, are derived from moneys paid by the membership of the local unions as a condition of membership, the international union and the Canadian District Council of the international union may reasonably be expected to make future contributions to political parties and to candidates for political office in Canada. Therefore, the local union cannot deliver a statutory declaration to the effect that it will not in the future make such contributions "indirectly" out of moneys paid to it as a condition of membership.

The Court noted that the Co-operative Commonwealth Federation, a political party in Canada, and the Canadian Labour Congress had decided to form a new political party in Canada composed of individuals and affiliated trade unions, and it was proposed that the per capita membership dues for trade unions affiliating with the New Party should be 5 cents a month.

Mr. Justice Whittaker held that subsection (6)(c) does not interfere with the existence, development or legitimate aspirations of any political party because the prohibition applies only to moneys paid by members as a condition of membership, and there is nothing to prevent union members from contributing, as private citizens, to the party of their choice; and there is nothing in the contested clause that would prevent the local from making a drive upon its members for funds to be donated by the union to the party of its choice.

In a democracy, he added, it is essential that the individual should be free to give his support, financial and other, to the party of his choice. The individual union member loses this freedom of choice when the money he must pay to become a union member is given to a party of which he may or may not approve. It is no answer to say that the decision to become affiliated with the New Democratic Party was reached in a democratic fashion at a union convention. It was not suggested that any protest by a union member against the use of his dues in support of the New Democratic Party would have any effect whatever if he happened to be a minority. The assumption must be made that he would be bound by the majority vote. In such case, there would be nothing democratic about this enforced abrogation of one of the citizen's fundamental rights.

Mr. Justice Whittaker also rejected the union's contention that the contested legislation was passed with intent to destroy the New Democratic Party at its inception by withdrawing from it an important source of revenue. In his view, there was nothing in the circumstances to suggest any reason for the enactment other than the laudable one of safeguarding the fundamental right of the individual to give his supoprt to the party of his choice.

In rejecting the union's argument that Section 9(6) interferes with the status of trade unionists in Canada by curtailing their freedom to participate in politics and political parties, Mr. Justice Whittaker noted that apparently the argument meant that the legislation in question curtails the freedom of trade unionists to participate collectively through their union, since the freedom of the trade unonists as individuals is not curtailed in any way. On this assumption, the authorities cited by the union's counsel, being the cases in which provincial legislatures have sought to interfere with some fundamental freedom of the individual as a citizen of Canada, were not helpful.

Counsel for the union conceded that a trade union is a legal entity. Mr. Justice Whittaker noted that there was nothing in the union's constitution giving Local 16-601 the right to become a member of or to make contributions to a political party. But, even if such provision were there, that

would not conclude the matter. Local 16-601, being a legal entity having an artificial personality, has only those rights which it derives from statute or the common law. If a trade union has the legal right to make contributions to a political party or candidate out of initiation fees and dues paid by its members, such right is not one of those human rights or fundamental freedoms which pertain to an individual and are recognized and declared by the Canadian Bill of Rights.

One of the union's arguments was that a trade union constitution is a contract, and that Local 16-601 is under contract with the international union to pay $2 per capita per month to the international headquarters in Denver. This contract is enforceable outside the province and Section 9(6) would prevent the local in question from making these per capita monthly payments (thus interfering with the international union's civil rights) because the local's officers are aware that the international has, in the past, made contributions to a political party and may reasonably be expected to do so in the future. As the said contributions must perforce, in part at least, be made out of per capita payments received from the local, therefore, the local, by remitting the per capita payments to the parent body, would itself be contributing indirectly to a political party.

Mr. Justice Whittaker rejected this contention on the ground that the distribution of per capita revenues of the international union, according to its constitution, does not include contribtuions to political parties or candidates and the local, when making its per capita payments to the international, ought not to anticipate that the money will be expended otherwise than as the constitution provides. Further, Section 9(6)(c) was not intended to apply to expenditures over which the local has no control.

Mr. Justice Whittaker rejected also the union's contention that Section 9(6) is inoperative because the statutory declarations required thereunder are legally unobtainable in British Columbia. Section 67 of the Evidence Act provides that any official authorized to take affidavits for use in any court, or to administer oaths, may receive the solemn declaration of any person in attestation of the execution of any instrument, *or of the truth of any fact,* or of any account rendered. The union argued that a declaration as required by the above Section 9(6)(d) that the person making it "will continue to comply with clause (c)" is not a declaration as to "the truth of any fact," and that the Evidence Act does not authorize the taking of such a declaration.

Counsel for the Attorney-General of the province countered by referring to a number of statutes which require the taking of statutory declarations containing promises or undertakings as to future conduct. Also, he suggested that the Legislature, by requiring the taking of such a declaration, has implicitiy authorized it, notwithstanding the restricted wording of Section 67. Also, he argued, a declaration of intent is a declaration as to a fact.

Mr. Justice Whittaker was of the opinion that the declaration required by Section 9(6)(d) does contain a statement of fact, namely, that the union is presently complying with clause (d). This is sufficient to confer authority upon the official before whom the declaration is made. It is immaterial that the declaration may also contain other matters.

Finally, Mr. Justice Whittaker noted that Section 9(6) relates only to trade unions as defined in the Act. The definition is, in part: "'Trade union' means a local or provincial organization or association of employees, or a local or provincial branch of a national or international organization or association of employees within the province . . ."

The Court held that subsection (6) of Section 9 of the B.C. Labour Relations Act relates to property and civil rights in the province and is within the legislative competence of the province. *Oil, Chemical and Atomic Workers International Union, Local 16-601 v. Imperial Oil Limited,* (1961), 36 W.W.R., Part 9, p. 385.

British Columbia Supreme Court . . .

. . .rules employer need not prove employee's guilt beyond reasonable doubt before discharging him

On July 31, 1961, Mr. Justice Sullivan of the British Columbia Supreme Court set aside the majority arbitration award and ruled that an arbitration board, when deciding whether an employee has been dismissed for proper cause, is not acting as a criminal court determining the guilt or innocence of a person accused of crime.

An employer has the right of terminating the employment of an employee whose mere presence at or near a piece of machinery results in abnormal breakdowns resulting in loss, particularly when that person boasts to his fellow workers of having caused breakdowns.

The Court rejected the arbitration board's position that before an employer may dismiss an employee for disloyalty (virtually amounting to a degree of sabotage), he must be prepared to prove beyond a reasonable doubt the employee's guilt in causing

such breakdowns "deliberately." *Re Arbitration Act; Re Forest Products Industries Southern Interior Region, B.C. S & K Limited v. International Woodworkers of America, Local 1-423, (1961), 36 W.W.R., Part 5, p. 235.*

Ontario High Court . . .

. . . rules the dismissal of several officers of a local union by the national president is invalid

On September 6, 1961, Chief Justice McRuer of the Ontario High Court ruled invalid the dismissal of several officers of Local 598 of the International Union of Mine, Mill and Smelter Workers by the national president of the union on the ground that the union officers were entitled to a hearing before being deprived of their offices.

There had been a very considerable difference of opinion among the members of Local 598 as to its future and between some local union officers and the national executive. On August 25, 1961, the Canadian president of the International Union of Mine, Mill and Smelter Workers, purporting to act under the provisions of Article 19 (7) of the Canadian Constitution of the International Union, signed a declaration in which he dismissed some officers of Local 598 on the ground that they acted in furtherance of and advocated the secession of the local from the International Union and joining the United Steelworkers of America. In the same declaration he appointed an administrator for the Local with power to appoint temporary officers, negotiate agreements, and with the right to the funds, property, and other assets of the local.

Further, he ordered the dismissed officers to turn over to the appointed administrator all books, documents, funds and property of the local in their possession or control, and declared that the dismissed officers; pursuant to Article 19 (8) of the Canadian constitution of the International Union, were entitled "to be tried in the same local union No. 598 pursuant to the provisions of Article 18 of the Canadian constitution with a right of appeal to the District Executive Board, from there to the Executive Board of the International Union of Mine, Mill and Smelter Workers in Canada and from there to the next ensuing convention and that, if any of them so elect to be tried, they shall be furnished with specific charges in writing pursuant to Article 18."

The declaration referred to only four of the seventeen officers of the local.

The argument before Chief Justice McRuer turned on the validity of this declaration, which was made in the exercise of powers conferred on the president under Article 19 (7) of the constitution.

Article 19 (7) of the constitution provides, *inter alia,* that no officer, executive board member, organizer, agent or employee of "the union" or of the local union or district union shall do any act in furtherance of the dissolution of any local union or the secession or withdrawal of any local union or district union from "the union". "Any person violating this provision shall be deemed, upon the performance of such act, to have automatically forfeited his right and title to his office or position and the Canadian president shall have the power to so declare."

Further, the said section provides that upon such declaration, the Canadian president shall have power to appoint a temporary successor, leave the office or position vacant pending the election or appointment of a successor and, in addition, or instead of such action, the power to appoint and designate an administrator for any local union or district union; that the administrator so appointed shall succeed to all of the rights, powers and duties exercised and possessed by the local union or district union and their officers, including the power to appoint temporary officers, to administer and negotiate agreements for and on behalf of the local union or district union, and shall have the right to the funds, property and other assets of the local union or district union. The term of office of such administrator shall not exceed 90 days, during which he should reorganize the local or district union, but, upon good cause shown, the Canadian president may extend the administrator's term of office for an additional 90 days.

The Chief Justice rejected the argument that a mere fact of doing an act in furtherance of the withdrawal of the local from the union would cause a forfeiture of the office without declaration by the president. In his opinion, the forfeiture of the right and title to the office follows the declaration of the president because it is the president that is given, under Section 7, the power to so declare and it is by the exercise of that power that the office becomes vacant. The president's power to appoint the administrator flows from an exercise of the power to make the declaration referred to above and it necessarily follows, the Chief Justice added, that it must be a legal and proper exercise of the power to make the declaration.

The crux of the case before the Court was that the president acted in a summary and an arbitrary manner in depriving the four officers of the local union of the offices to which they had been duly elected.

No charges were made against them and they were given no opportunity to be heard.

In the Chief Justice's opinion, the men were deprived of an important office and the rights and perquisites attendant on that office without any opportunity to speak for themselves and the rights of the general membership of the union were gravely affected by the appointment of the administrator to perform the duties which had been entrusted to them as the elected representatives of the members of the local.

In this respect, Chief Justice McRuer quoted from the judgment of Lord Justice Denning in *Lee v. Showmen's Guild of Great Britain,* (1952), 2 Q.C. 329, the following passage:

> Although the jurisdiction of a domestic tribunal is founded on contract, express or implied, nevertheless the parties are not free to make any contract they like. There are important limitations imposed by public policy. The tribunal must, for instance, observe the principles of natural justice. They must give the man notice of the charge and a reasonable opportunity of meeting it. Any stipulation of the contrary would be invalid. They cannot stipulate for a power to condemn a man unheard.

It was argued before the court that the principles set out in the *Lee* case do not apply to the case under review because (1) the language of the constitution taken as a whole does not contemplate that there should be any hearing before the president makes a declaration under Article 19 (7); and (2) a provision is made under Article 19 (8) for the sort of trial that is referred to in the declaration.

According to the Chief Justice, the first argument is disposed of by the judgment in the *Lee* case. This case goes so far as to hold that even if such a provision was expressly made in the constitution, it would be contrary to public policy. Neither could there be implied the parties' agreement that the ordinary common law rights to a hearing should not apply.

The Chief Justice then dealt with the second argument, that the right to impugn the action of the president should not be exercised until the purported rights of appeal under Article 19 (8) of the constitution had been exercised. The Section reads:

> Notwithstanding any other provision in this constitution any officer or executive board member of "the union" or any local union or district union, whose office has been declared vacant by action of the Canadian President pursuant to Section 7 of this Article, is entitled to recourse of trial in his local union under the provisions of this constitution.

There is no provision in the constitution, however, for the trial of an officer whose office has been declared vacant. It was argued that the language of Article 18 should be adopted to provide for the trial of an officer deprived of his office under Article 19. Article 18 deals with the trial of members *charged* with certain offences under the constitution. In the case under review, there has been no charge laid against these officers and by refraining from laying a charge they could be deprived of any rights to a trial.

In Chief Justice McRuer's opinion, natural justice demands that the union officers must be given an opportunity to be heard with respect to any allegation made against them before the president exercises his power to make a declaration affecting their rights. The president cannot arbitrarily deprive an officer of his office without a hearing of any sort.

The ruling of the Court was that the administrator appointed on the basis of the declaration of August 25, 1961 should be restrained from acting as administrator of Local 598 and that the Canadian president should be restrained from taking any action or exercising any power pursuant to the said declaration. All the property and the assets of the local previously placed in the custody of the sheriff should be restored to the officers who were holding office prior to the execution of the declaration of August 25, 1951. *Kennedy v. Gillis et al; Gillis et al. v. Smith and Kennedy,* (1961), 30 D.L.R. (2d), Parts 2 and 3, p. 82.

Recent Regulations under Provincial Legislation

Ontario enlarges coverage of Workmen's Compensation Act and amends rules of procedure of Labour Relations Board dealing with certification applications

In Ontario, an amendment to the regulations under the Workmen's Compensation Act added the operation of convalescent homes, nursing homes and visiting nursing associations to the list of undertakings subject to the collective liability provisions of of the Act.

Other recent regulations dealt with applications for certification under the Ontario Labour Relations Act and a conditional exemption from the Saskatchewan Employees Wage Act, 1961.

New Brunswick Minimum Wage Act

The New Brunswick Minimum Wage Board has revoked the section of the minimum wage order governing female employees in hotels and restaurants that required employers to pay female employees at intervals of not more than one week. The order was gazetted November 8.

Ontario Labour Relations Act

Amendments to the rules of procedure of the Ontario Labour Relations Board were gazetted as O. Reg. 368/61 on December 9.

A statement of status of trade union must now be submitted at the time the application for certification is filed instead of within two days after the terminal date of the application.

The application for certification (Form I) has also been amended, the applicant now being required to show whether a pre-hearing representation vote is or is not desired. If the applicant does not clearly indicate that it does request a pre-hearing representation vote, the application will be processed without such a vote being taken.

Ontario Workmen's Compensation Act

Amendments to the regulations under the Ontario Workmen's Compensation Act were gazetted on December 23 as O. Reg. 379/61.

A number of changes were made to Schedule I, which lists the industries subject to the collective liability provisions of the Act. The definition of woods operations was broadened to include specifically construction and repair of dams, camps, buildings and roads; hauling or loading logs on cars, trucks or vessels, and catering by or in connection with the logging industry or its contractors. Another amendment added the operation of convalescent homes, nursing homes and visiting nursing associations to the list of undertakings covered.

The definition of tuberculosis in the schedule of compensable industrial diseases was widened to include tuberculosis contracted by a workman employed in a jail, convalescent home, nursing home, home for the aged, health unit or visiting nursing association subject to Part I of the Act, or a reform institution, health unit or treatment centre operated by the Province of Ontario.

Saskatchewan Employees Wage Act, 1961

The first exemption order to be issued under the Saskatchewan Employees Wage Act, 1961 was gazetted December 8.

The Act, which went into force on July 1, permitted wage payment practices in effect prior to March 1, 1961 to be continued, subject to certain exceptions, and further stipulated that persons who became employers on or after March 1 were to pay their workers at least semi-monthly or every 14 days, with provision for exemptions by the Lieutenant-Governor in Council.

The exemption order (O.C. 2108/61) provides that a person who became an employer on or after March 1, 1961, may pay monthly rated employees once a month provided he pays them all wages owing up to within six days of such earning period.

Annual Report for 1960 of the British Chief Inspector of Factories

For second year in succession, number of reportable accidents increased, to highest figure in 10 years. Number of fatalities also increased over 1959

For the second year in succession, the number of accidents reported to the British Chief Inspector of Factories increased, the Chief Inspector states in his Annual Report for 1960. The total rose by 9 per cent, to 190,266 in 1960—highest in 10 years—from 174,071 in 1959.

The number of fatal accidents also rose, to 675 from 598 in 1959. Building operations were responsible for most of this increase. In factories only, the rate of increase in fatal accidents (350 to 354) was much less than that for total factory accidents (148,504 to 161,524); this, the Inspector states, gives at least some indication that the severity of injuries sustained in accidents is still being reduced.

The rise in accidents to young persons was particularly serious, the report states.

Under the Factories Act, an accident must be reported if an employed person is killed or is disabled for more than three days from earning full wages at the work at which he was employed.

The report follows the previous year's pattern, and it again devotes two chapters to particular subjects: lifting, moving and carrying, and the personal protection of the worker.

Accident Statistics and Trends

The increase in the number of accidents in 1960, spread over a wide range of industries, is partially attributed to an estimated rise of more than 4 per cent in employment during the year. But this increase was not large enough in itself to account for the rise in the number of accidents.

There were other reasons, as indicated by the simultaneous rise of 5 per cent in accident incidence rates (number of accidents per thousand) in manufacturing. One of these reasons is considered to be increase in industrial production which, in manufacturing, was 8 per cent higher than in the preceding year.

The number of accidents in 1960 in factories, and at docks and warehouses, was the highest since 1955. The number on building operations and on works of engineering construction was the highest on record.

Progress in reducing the severity of accidents in factories is indicated by the almost continuous annual decline since the war in the number of fatal accidents. Fatalities in factories during the year numbered 354, four more than in 1959, but the percentage increase was much less than for total factory accidents. The special severity of construction accidents continues, however; 1 in 76 construction accidents was fatal in 1960, compared with 1 in 282 for all processes subject to the Factories Act.

During 1960, accidents to women and young persons increased proportionately more than those to men, emphasizing the necessity of improved safety measures on their behalf. This disproportionate rise in accidents is indicated by the accident incidence rates in manufacturing, where, between 1959 and 1960, there was a rate increase of 9 per cent for women and 15 per cent for young persons, compared with 4 per cent for men.

Severity of Accidents

The Report contains a table indicating the severity of accidents. Based on the number of fatal accidents per 1,000 reported accidents for the period 1959-60, the rates established in industries showing the greatest severity were as follows: building operations and works of engineering construction, 12.7; docks and warehouses, 4.9; shipbuilding, 4.3; chemical industries, 4.3; clay, minerals, etc., 4.0; metal processes, 3.0; wood and wood working processes, 2.4. The average for all factory processes was 2.3.

The Factories Act requires that certain specific dangerous occurrences be reported whether or not they result in injury. In 1960, the type of such occurrence that increased most involved the failure of a crane, derrick, winch or hoist; in factories, docks and building operations these occurrences rose from 335 to 448.

Appendices

The Report again includes statistical appendices, which give extensive detail in connection with accidents. The Inspectorate's statistical methods were modified in 1959, and thus this is the second complete year for which revised statistics are available; full comparison of accident figures for 1959 and 1960 can therefore now be made. (See also L.G., Feb. 1961, p. 165). One of the most comprehensive and useful statistical appendices (Appendix II) gives an analysis of accidents by process and

cause; details are given in a special publication: *Guide to Statistics Collected by H. M. Factory Inspectorate*. Appendix V analyses injuries by their nature and site, and Appendix VI gives an analysis of injuries by industry.

Other extensive appendices deal with accident-incidence rates in various sectors of the manufacturing industries, and with accident frequency rates in manufacturing and several other industries. Both of these appendices give a comparison for 1959 and 1960.

The number of non-rail transport accidents in factories continued its steady post-war rise, reaching a level about three times the 1948 total. During this period the total number of factory accidents declined by about 12 per cent. One of the main reasons for the continued increase in non-rail transport accidents is the failure to change factory layouts to provide suitable thoroughfares for transport, the Report states.

The Chief Inspector points out that in construction the highest standard of precautions is necessary to avoid excavation and tunnelling accidents, a high proportion of which are fatal.

A large percentage of electrical accidents, the Report shows, arise from the use of portable and transportable equipment. The causes of electrical accidents and the means of preventing them are dealt with more fully in a special publication entitled, *Electrical Accidents and Their Causes, 1960*.

Accidents causing hand and wrist injuries, states the Chief Inspector, account for 32 per cent of all accidents, and those to feet and ankles another 22 per cent. There is special risk of these types of injuries in the food, metal goods, textile, timber and furniture, paper converting, printing and bookbinding, and plastics industries.

In 1960, there were 7,043 eye injuries. Nearly 58 per cent of them occurred in metal manufacture or engineering.

Review of the Year

The chapter of the Chief Inspector's report headed "Review of the Year" contains four main sections, dealing with: important industrial developments affecting the safety, health and welfare of factory workers; activities of safety oragnizations, industrial fires, and safety legislation.

Developments Affecting Workers' Safety

The section dealing with industrial developments affecting the safety of workers is devoted to electrical, engineering, chemical, and building and civil engineering developments.

Electrical Developments

With respect to electrical developments, the Report refers to certain methods used to minimize the dangers of operating large turbo-generators, ways of reducing electrical accidents on construction sites, and means of preventing accidents resulting from contact with overhead electric lines.

The risk of cranes contacting electric lines continues to be serious. Two types of equipment are used to deal with this problem—an insulating guard on the jib of the crane, and electronic equipment mounted on the head of the jib and in the cab to warn the driver that the crane is too close to the power line. It is safer, however, to keep the worker away from overhead lines. This can be done by re-routing the lines, burying the line, making the line dead, providing barriers, and stationing lookout men to warn the crane driver.

Engineering Developments

Among engineering developments, the Report mentions a new type of machine in the leather industry for the automatic rolling of sole-leather bends, together with related safety apparatus.

In the brickmaking industry, a new method of applying damp sand to green bricks eliminates the dust hazard.

A method of impact testing suitable for all kinds of eye protection has been evolved, together with a type of foundry goggle that meets all the tests devised.

Chemical Developments

In describing chemical developments, the Report deals with certain hazards associated with the manufacture of plastics, including toxicity and fire. Measures are suggested to reduce these dangers.

The Report refers also to the dangers involved inthe manufacture and use of toxic compounds such as pesticides, fungicides and seed dressings, pointing out the necessity of not exceeding recommended maximum permissible atmospheric concentrations of compounds of mercury.

The importance of suitably marking drums containing organic phosphorous insecticide, and ensuring the thorough decontamination and safe disposal of these drums when empty, is also emphasized.

The continued emission of X-rays from constant-potential X-ray sets after the high-tension current has been switched off presents a radiation hazard, especially when

the sets are used for fluoroscopy. If the filament of an X-ray tube remains on, X-radiation can continue for two minutes after the high-tension current has been switched off. One solution is to have the filament switched off quickly after breaking the high-tension circuit. A solenoid-operated shield which drops over the tube outlet when the high-tension circuit is broken, is a solution mentioned in connection with fluoroscopy.

Building and Civil Engineering

In the building and civil-engineering field, the accident prevention training program for foremen, begun several years ago, continues to expand. For 1961, there were 40 courses planned. These had average enrolment of 25 trainees.

Activities of Safety Organizations

The second section of this chapter refers, among other matters, to the activities of safety organizations in several industries and of industrial accident prevention groups. It also mentions the training courses for industrial safety officers established by the Royal Society for the Prevention of Accidents, including a new type of course on safety in construction operations.

It states, too, that the Regional Advisory Councils of the Ministry of Education have continued to show an interest in safety training.

Industrial Fires

The third section of this chapter refers to important changes relating to fire in the 1959 amendments to the Factories Act (L.G. 1959, p. 1188). The fire provisions came into effect on December 1, 1960.

An increasing number of fires are caused, the Report points out, by some of the newer materials now in use, such as foamed rubbers and plastics. Also causing concern are inflammable solvents used in powder metallurgy, electrostatic paint spraying, and in the manufacture of adhesives and glass-fibre mouldings.

The Republic of South Africa has introduced legislation to provide a 40-hour training course in industrial safety in its technical schools and apprenticeship courses. The syllabus of training is to be provided by the National Occupational Safety Association of South Africa, which will also correct the student papers at the end of the course. The aim is to reduce the number of injuries to the younger work people when they enter industry.

Safety Legislation

During 1960 there were a number of legislative developments relating to the Factories Act, including a number of Orders bringing into effect several sections of the Factories Act, 1959.

The Engineering Construction (Extension of Definition) Regulations, 1960, extended the provisions of the Factories Act to a wide range of civil and construction engineering works.

The Diving Operations Special Regulations, 1960, came into force on July 1.

The Work in Compressed Air (Amendment) Regulations, 1960, extended protection to workers on any premises or place to which the Factories Act applies.

The Shipbuilding and Ship-repairing Regulations, 1960, were issued.

Other regulations on which work progressed in 1960 have now emerged as statutory instruments. These are the Construction Industry (Lifting Operations) Regulations, 1961; the Construction Industry (General Provisions) Regulations, 1961; and the Ionizing Radiations (Sealed Sources) Regulations, 1961.

Lifting, Moving and Carrying

The manual handling of goods and materials is by far the most important cause of factory accidents; it accounted for more than 42,000, or 26.1 per cent, of the total in 1960. Although 30 per cent of the injuries resulting from these accidents were to the hands and fingers, as might be expected, 31 per cent involved the trunk, and were mainly due to strain from weight lifting.

Between 1950 and 1958, the rate of handling accidents steadily declined from 7.0 to 5.3 per 1,000 persons employed. This represents a reduction of about 10,000 in the annual total of factory accidents, and is attributed mainly to increased use of mechanization and power-driven vehicles.

The Chief Inspector considers that the best way to reduce the number of manual handling accidents is to introduce mechanical handling where practicable. He points out that fatigue and incorrect techniques of weight-lifting are important factors in manual handling accidents, and should be avoided. Workmen should be trained in proper weight-lifting techniques. Moreover,

they should not be required to lift excessive weights, a prohibition contained in the 1959 amendments to the Factories Act.

The Report devotes attention to safe stacking and storage of manually handled goods, emphasizing that this matter is particularly important.

It also states the radioactive sources should not be touched with the bare hand, and that the method of remote handling used should effectively reduce radiation exposure and prevent radioactive contamintion.

It deals, too, with the dangers of handling goods in hazardous conditions and circumstances, noting, for example, that men have been blown off buildings while carrying roof sheets in high winds.

Mechanical Handling Equipment

In dealing with the introduction of mechanical handling equipment, the Chief Inspector states that these devices aid in eliminating accidents, not only those due to manual handling but also, because the worker is no longer exposed to danger, those at the point of operation of a machine, where accidents are often serious.

There is great scope in every industry, he states, to apply mechanical handling to machines. Equipment such as conveyors and elevators can be fitted to existing machines and, where practicable, should be incorporated in the design of new machines.

The Report reviews some of the recent developments in connection with mechanical handling of goods and materials, including conveyors, fork-lift trucks, mechanical handling and assistance at machines, pneumatic handling of powders and dusts, and mechanical devices for use in building and construction, and civil engineering work.

Although conveyors are used extensively in industry, they present certain risks, such as the possibility of the "nip" accident (occurring between the belt and pulley). Therefore, proper guarding is necessary.

Fork-lift trucks are probably the most common type of mobile mechanical handling equipment, and new uses for them continue to be developed. Some of these are discussed in the Report. Their use, however, results in a considerable number of accidents, important causes of which are: overloading, speeding, inattention, and limited visibility. Consequently, drivers should be carefully trained.

Automation has resulted in the continuing development of handling devices at power presses and welding machines, including large body-panel presses such as those used in the automobile industry. Automatic guards for these machines are being replaced by fencing designed to keep workers out of the danger area while the machine is in operation.

The Report describes several examples of mechanical assistance that reduces fatigue or risk at machines. In one, a pair of automatically adjustable tables eases the work of the operator of certain machines that are hand fed with thin material, e.g., platen printing machines. In another, a device enables the operator of a paper-cutting guillotine to move the pile of paper easily. Methods are also described that facilitate the handling of large steel plates.

Pneumatic handling of materials has increased greatly in recent years, especially in the food industry, where sugar and flour are now generally conveyed this way, both into the factory—from specially designed transport—and within the factory. This improves working conditions by eliminating much heavy lifting and by reducing the risk of dust explosions.

Toxic chemicals present a number of handling risks. One of these hazards is dust during manufacture. This can be prevented, however, by using enclosed equipment under reduced pressure. Pneumatic conveyors are being used increasingly to transfer the processed material to containers. If the containers are sealed, the dust hazard is further reduced.

Other safety measures relating to the handling of chemicals deal with the washing of empty drums, delivery of material in paste form, built-in protective features in the design of new chemical plants, carboys, and the use of protective clothing.

In brickworks, much of the heavy work has now been eliminated by mechanical firing of kilns and by mechanization of the brick-making process. Mechanical assistance is used in loading lorries and packing the bricks to facilitate handling at construction sites.

In construction work, cement is more and more being delivered in bulk by road tankers that blow it into storage silos. Small conveyors take concrete from the mixing plant to the work place. Monorail transporters are being used on construction sites.

In civil engineering work, the Report refers to innovations such as the use of helicopters to assist in handling materials, the use of compressed air to remove excavated earth, and the use of a special tunnelling shield fitted with a boring device to excavate the face of a tunnel.

Personal Protection of the Worker

The Chief Inspector states that the first step in dealing with industrial safety and health problems is to try to make the work itself safe. The use of protective equipment, although essential in certain circumstances, is the last line of defence.

The Report points out that 65 per cent of factory accidents are due to handling goods, use of hand tools, falling, being struck by falling articles, and stepping on or striking against articles. It is here that personal protective equipment can aid most in reducing accidents.

A high proportion of injuries occur to body extremities. In premises subject to the Factories Act there were nearly 74,700 injuries to the hands, wrists and arms, and 41,200 to the feet and ankles; about one quarter of these were due to handling goods.

More than 10 per cent of head and neck injuries were caused by falling bodies, mainly on construtcion work. Foreign bodies caused 3,800 eye injuries.

Burns accounted for 2,300 head injuries and another 2,300 injuries to the hands and wrists. The Report discusses a number of applications of personal protective equipment to reduce foot injuries and those due to electricity and fire.

Personal protection is also an important means of safeguarding the health of workers. For example, in processes where irritants or poisonous substances enter the working atmosphere, respirators are often essential. Although the best protective measure is to reduce the hazard of the process itself, plant design, enclosure, and exhaust ventilation should be used to prevent toxic substances from entering the air of workrooms.

The Report deals also with the maintenance and use of personal protective equipment. It points out that equipment must be issued in good condition. The choice of suitable equipment is very important, and should be entrusted to a person having expert knowledge of the hazard and circumstances involved. Training in the use use of certain types of equipment is essential, and regular drills should be held for rescue or emergency teams.

Complex equipment needs to be tested regularly, and a register should be maintained for this purpose. This is a statutory requirement for equipment used where dangerous fumes may be present.

It is important to ensure not only that protective equipment is available but also that it is used. Employees should be told of the hazards which make its use necessary. Where equipment must be provided under the Factories Act, workers are required to use it.

It is important, however, that equipment be as comfortable and attractive as possible, and that supervisors and management set a good example by wearing protective equipment in hazardous situations.

Annual Report on Industrial Health

The Annual Report of the Chief Inspector of Factories on Industrial Health for 1960 contains a review of the year; deals with industrial diseases, poisoning and gassing; and devotes a special chapter to health risks from the use of industrial solvents.

In his review of the events of the year, the Chief Inspector deals with legislation, the activities of the Industrial Health Advisory Committee, medical and chemical laboratories, beryllium, and testing of atmospheres.

With respect to legislation, Orders made during the year, arising from the Factories Act, 1959, were concerned with washing facilities, cleanliness of premises, and first aid. A revised draft of the non-ferrous foundries regulations was prepared. And work on the Unsealed Radioactive Substances Regulations continued (a preliminary draft was published in 1961).

The Industrial Health Advisory Committee was responsible for the publication of a booklet entitled *Health at Work,* which describes 14 existing industrial medical schemes.

During 1960 the medical and chemical laboratories of the Inspectorate co-operated in a number of factory investigations. A good correlation was found between chemical and pathological findings. As a result, a number of serious hazards were discovered and recommendations made for their improvement. The Inspectorate considers this co-operative approach very promising and plans to concentrate future efforts in this direction.

The Report points out that there is now large-scale use of beryllium for atomic-energy purposes. Elaborate environmental and personal precautions essential in connection with its manufacture are discussed.

The Chemical Branch of the Inspectorate uses a "dormobile" to make quantitative estimations of impurities in industrial atmospheres. The Chief Inspector states that the measurement of contaminants in factory atmospheres has become increasingly necessary, particularly for the more toxic sub-

stances. He also mentions that a method is being devolped to make a better assessment of the amount of contaminant in air breathed. It is hoped that the findings may reveal the reason why a patient's medical history is not always closely related to the amount of contaminant measured.

Diseases and Poisons

The second chapter of the Report deals with case histories of poisoning by lead, mercury, arsenic, aniline substances and benzene (chronic poisoning) and other types of industrial poisoning; of compressed-air illness, anthrax, epitheliomatous and chrome ulceration, pneumoconiosis, and gas poisoning. A discussion of the activities of the pathological laboratory concerns the examination of employees whose work exposes them to the dangers of ionizing radiations, industrial solvents, lead, mercury and its compounds, and cadmium.

With respect to compressed-air illness, the Report gives information on the Dartford-Purfleet Road Tunnel project, where compressed-air work was completed after a period of nearly three years. A full-time medical officer, employed by the contractors during the whole of this period, was also the appointed doctor under the Work in Compressed Air Special Regulations, 1958. About 1,500 men were employed, with an average of about 300 at any one time.

Records show that 171,632 compressions were performed and that in only 773 cases was recompression for decompression sickness necessary. This gives a "decompression sickness rate" of 0.45 per cent.

The workmen were subjected to pressures up to 28 pounds per square inch. The medical officer found that there was a considerably greater risk of compressed-air illness when a workman's shift lasted more than four hours. There was no case of permanent disability due to compressed-air illness.

Industrial Solvents

The final chapter of the Report, concerning health risks from the use of industrial solvents, deals with: the classification of solvents, the effects of solvents, maximum permissible concentrations in factory atmospheres, physiological properties of solvents, prevention of ill effects from exposure, medical supervision of exposed personnel, and requirements of the Factories Act and regulations.

Solvents not only affect the lungs, the Report points out, but may also have a systemic effect. Moreover, they may be absorbed in ways other than inhalation, especially by way of the skin. A number of methods are suggested to avoid the dangers of solvents. The first of these should be to substitute a less dangerous solvent for a dangerous one. Alternatively, the process using the toxic solvent should be enclosed, if possible.

In some cases, it may be necessary to rely on adequate ventilation and atmospheric tests to ensure that the maximum permissible concentration of vapour is not exceeded. Special safeguards are necessary when entering a confined space where dangers from solvents may exist.

The Report sets out some of the advantages of medical supervision of personnel exposed, or liable to be exposed, to the toxic effects of solvents. In this way, persons particularly susceptible can be excluded by initial selection. Toxic effects can be detected early by periodic medical examinations, and workers affected should be transferred to other work before serious illness occurs. Emergencies can be dealt with immediately and properly by first aiders trained in methods of rescue and resuscitation.

Railway Board of Adjustment

(*Continued from page 218*)

with a good service record and the two trainmen having worked for the railway for 18 and 19 years.

The employees contended that the lengthy suspension, anxiety and uncertainty in the later years of their lives was adequate punishment.

The company contended that the violation of rules by these employees was without question, and justified their dismissal. The circumstances of their dismissal, the company further contended, did not warrant favourable consideration of any application made on their behalf for reinstatement.

The parties to the dispute gave additional oral and written evidence before the Board.

The contention of the employees was not sustained.

The Board suggested, however, that the railways consider a further appeal from the employees in view of their length of service and past record.

Monthly Report on Operation of the Unemployment Insurance Act

Claimants at end of November 117,300 more than at end of previous month but almost 100,000 fewer than year earlier, statistics* show. Four out of five of new claimants were male, and some 15,000 were classed as seasonal benefit

Claimants† for unemployment insurance benefit totalled 386,00 on November 30; this represents an increase of 117,300 from the 268,700 recorded on October 31, but is almost 100,000 fewer than the 485,200 registered on November 30, 1960.

Of the new claimants in November, four out of five were males, whereas only about 65 per cent of persons on claim for more than four weeks were males.

Some 15,000 of the November 30 total were classified as seasonal benefit‡, about the same volume as last year.

Initial and renewal claims filed at local offices in November numbered 252,600, up 94,500 from the October total of 158,100 but almost 52,000 down from the 304,400 claims received during November 1960.

Slightly more than 70 per cent of the claims were initial, compared with 68 per cent last November and 61 per cent in October. The proportion of initial claims increases with the heavier volume of claims during the late fall and winter season.

The estimated average weekly number of beneficiaries was 209,800 for November, 173,300 for October, and 272,900 for November 1960.

Benefit payments totalled $20.9 million during November, some 20 per cent above the $17.1 million paid out in October. Payments during November last year amounted to $26.6 million.

See Tables E-1 to E-4 at back of this issue.

†A claimant's unemployment register is placed in the "live file" at the local office as soon as the claim is forwarded for computation. As a result, the count of claimants at any given time inevitably includes some whose claims are in process. During the seasonal benefit period, claims in process are classed as regular until the computation of their contribution credits indicates otherwise.

‡Payments under the seasonal benefit provisions of the Act cannot be made for any week of unemployment prior to November 26. However, claims processed after mid-November and failing the regular requirements are recomputed immediately under the seasonal benefit provisions and postdated to November 26.

In a comparison of current unemployment insurance statistics with those for a previous period, consideration should be given to relevant factors other than numbers such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation.

Claimants should not be interpreted either as "total number of beneficiaries" or "total job applicants."

The average payment per week compensated was $23.76 for November, compared with $23.52 for October and $23.19 for November 1960.

Insurance Registrations

Reports received from local offices of the Unemployment Insurance Commission for November showed that insurance books or contribution cards were issued to 4,843,546 employees who had made contributions to the Unemployment Insurance Fund at one time or another since April 1, 1961.

At November 30, registered employers numbered 335,791, an increase of 1,286 since October 31.

Enforcement Statistics

During November, 11,095 investigations were conducted by enforcement officers across Canada. Of these, 7,333 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions and 204 were miscellaneous investigations. The remaining 3,558 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions were begun in 288* cases, 43 against employers and 245 against claimants. Punitive disqualifications as a result of false statements or misrepresentations by claimants numbered 2,567.*

*These do not necessarily relate to the investigations conducted during this period.

Unemployment Insurance Fund

Revenue received by the Unemployment Insurance Fund in November totalled $29,684,645.04, compared with $29,356,-750.29 in October and $29,214,672.56 in November 1960.

Benefits paid in November totalled $20,938,332.74 compared with $17,115,-047.91 in October and $26,583,609.14 in November 1960.

The balance in the Fund on November 30 was $163,483,393.73; on October 31 it was $154,737,081.07 and on November 30, 1960 it was $331,703,558.88.

Decision of the Umpire under the Unemployment Insurance Act

Decision CUB 1906, December 4, 1961

Summary of the Main Facts:—The claimant, an electrician whose case has been selected to serve as a test case in respect of 35 other claimants, lost his employment with (Company A), North Vancouver, B.C., on January 18, 1961, under the following circumstances:

The employer and the Marine Workers and Boilermakers Industrial Union, Local 1, had a bargaining agreement that was to remain in effect until October 14, 1960. In mid-July 1960, negotiations for a new agreement were entered into between the two parties, but no settlement could be reached, and the matters in dispute, increased wages, etc., were referred to a provincial conciliation officer in the latter part of September 1960.

His recommendations were unsuccessful in bringing about an agreement between the employer and the Union, with the result that the Union called a strike, which became effective at 3.05 p.m., on January 18, 1961, and established picket lines at the employer's premises. Approximately 350 employees, all members of the Union, went on strike, thereby causing a complete cessation of the employer's operations.

Other employees, numbering about 200, who were members of various other unions employed at the premises and who were not in dispute with the employer at that time, continued on the job until the completion of the shift at 4.30 p.m., on the same day, January 18, 1961. On January 19, 1961, these employees refused or failed to cross the picket lines established by the striking union, to continue with the work that was available to them.

The representative claimant filed an initial application for benefit on January 19, 1961, and stated; "I left voluntarily in preference to crossing the picket lines. Capable and available, IBEW Local 213."

On January 23, 1961, the following information was obtained by way of a telephone conversation that, it seems, the insurance officer had with the Commission's sub-office in North Vancouver, B.C.: "Picket lines have been established at (Company A) but, as far as is known, there has been no evidence of anyone's being prevented from going to work by reason of violence or intimidation on the part of the men on strike."

The insurance officer disqualified the claimant and suspended benefit from January 19, 1961, until the termination of the stoppage of work, on the ground that the claimant had lost his employment by reason of a stoppage of work attributable to a labour dispute at the premises at which he was employed (section 63 of the Act). In reaching this decision, the insurance officer held that, although the claimant was not a member of the striking union, his refusal to cross the picket line and continue with the work available to him made him a participant in the labour dispute.

(The record shows that, as the said work stoppage had terminated and a full resumption of work was considered to have taken place on February 13, 1961, the insurance officer terminated the disqualification on Febuary 12, 1961).

The claimant appealed to a board of referees, which heard the case in Vancouver on March 28, 1961. The Board, by a unanimous decision, disallowed the appeal and confirmed the disqualification from January 19, 1961, to February 12, 1961. The decision reads:

Two claimants, Mr. X and Mr. Y, appeared personally, accompanied by Mr. Hogan, Assistant Business Manager, International Brotherhood of Electrical Workers, Local 213 . . .

Following the reading of the submission, Mr. Hogan, on behalf of the claimants, outlined in some detail the sequence of events which had led to the claimant's separation from employment. It is unnecessary to recapitulate this sequence. . .

Mr. Hogan, on behalf of his members, stated that he had instructed the members of his Union to remain at work that day and to report for work on the following morning. It is not entirely clear as to whether every member of his Union did report for work, but it is quite clear that Mr. X and Mr. Y did, and the Board is assuming that the other members named at the conclusion of this decision also remained at work and appeared at the plant on the following morning.

It has been established that the picket line comprised approximately 100 men. Mr. B, the employer's representative, who sat in at the hearing, corroborated this statement.

Mr. Hogan stated that although he was not actually a spokesman for it, he was a member of and aware of the eixstence of a committee representing the Metal Trades Council which had been set up to negotiate with the Boilermakers Union with a view to finding a solution to the problem which was preventing his men from going to work and for the purpose of having the picket line withdrawn, insofar as his men were concerned.

A question was addressed by the Board to Mr. X as to whether he had made any attempt to cross the picket line and his reply was in effect "that he did not wish to become a hero."

The accumulation of evidence clearly substantiates that the claimants lost their employment as the result of a stoppage of work arising from a labour dispute and their defence for failure to cross the picket line is based upon their fear of physical violence, and in support of their attitude they have quoted CUB 1386.

It was pointed out by the Board to the union representative that in reaching a decision the Board must necessarily be guided by more than one Umpire's decision and must take into account the principle involved and, as far as may be, the relevant details.

In CUB 1386 there is evidence of a jurisdictional dispute. In the case before us there is no such dispute. The difference of approach as between the respective unions is based upon the fact that in the case of the Metal Trades Council an agreement had been or was in the process of being reached whereas the Boilermakers union had not reached an agreement and had called a strike.

We have carefully weighed several Umpire's decisions which seem to us to be relevant to the situation with which we are faced. The general trend of these decisions by the Umpire seems to us to indicate an attitude on his part that there must be conclusive evidence of a threat of physical violence rather than a fear of it. He has stated, among other things, in CUB 1019 that "A worker has a legal right to cross a picket line if he so desires and this right is protected under Section 501 of the Criminal Code which provides that 'everyone is guilty of an offence . . . , who, wrongfully and without lawful authority, with a view to compel any other person to abstain from doing anything which he has a lawful right to do, . . . (a) uses violence to such other person, or to his wife or children, or injures his property; or (b) intimidates such other person, or his wife or children by threats of using violence to him, her or any of them or of injuring his property . . .' "

While the Board is naturally sympathetic to an attitude of mind produced by the psychology of fear, it does not seem to us that the claimants have established, as the Umpire has suggested they must do in such circumstances, that there was a sufficient overt action on the part of the picket line as to justify a claimant not attempting to cross that line and in the absence of such conclusive evidence, the Board is of the opinion that the claimants lost their employment as the result of a stoppage of work arising from a labour dispute within the meaning of section 63 of the Unemployment Insurance Act and by their refusal to attempt to cross the picket line established by the Boilermakers Union, became in effect, participants in the strike itself . . .

The International Brotherhood of Electrical Workers, Local Union 213, of which the claimant is a member, appealed to the Umpire on May 1, 1961. The appeal was based on the Umpire's decision CUB 1386 "fear of physical violence and/or reprisals."

The United Brotherhood of Carpenters and Joiners of America, Local 506, and the International Association of Machinists, Lodge 692, submitted the following statement of representations and observations for consideration by the Umpire, which they wished to be added to the statements made by the International Brotherhood of Electrical Workers:

1. That these three Locals, negotiating through the Metal Trades' Council, had already satisfactorily negotiated a three-year agreement for their members with [Company A], only to be interrupted in the final stages by this strike.

2. That the spokesman for these Unions made a definite and strong plea to the striking Marine Workers Union to end the called strike, and requested that they come to a settlement, as we disapproved of their picket line.

3. That we had instructed our members to report for work on the morning of the strike, and on the following days to come. However, they were confronted with a picket line of well over 100 strong, and through previous experiences of violence by this picketing Union, and their tactics used, fear of physical violence and/or reprisals on which our whole appeal is based (see CUB 1386) took effect . . .

Considerations and Conclusions:—In my opinion, which I consider to be in conformity with the jurisprudence established by the Umpire in many decisions dealing with Labour disputes, a claimant's refusal to cross a picket line constitutes *prima facie* evidence that he is "participating" in a labour dispute within the meaning of that word in section 63(2) of the Act, and this presumption prevails unless and until it is shown that the refusal does not constitute a voluntary withdrawal of labour. The question of whether the refusal amounts to a voluntary withdrawal of labour is, as stated by the Umpire in decision CUB 1386, "entirely one of fact." Each case must be judged on its own merit and the proof, as in all cases where self-interest is involved, should be carefully scrutinized.

In the present case, the record shows that a spokesman for the claimants' unions made " a definite and strong plea" to the

striking union "to end the called strike" and that, when the claimants, in accordance with their unions' instructions "to report on the morning of the strike and on the following days to come," arrived at their place of employment on the morning of January 19, 1961, the day after the strike went into effect, they were confronted with a picket line "of well over 100 strong." In view of "previous experiences of violence by this picketing Union and their tactics used," the claiments did not attempt to cross the picket line because of "fear of violence and/or reprisals."

Based on the above evidence, the board of referees were unanimous in reaching the conclusion that, as there was no proof of "a sufficient overt action" of violence on the part of the picket line, the claimants, "by their refusal to attempt to cross the picket line . . . became, in effect, participants in the strike itself," that is, in the labour dispute in question.

I agree with the board's conclusion that the claimants became participants in the labour dispute, but my reasons for reaching the same conclusion extend beyond those on which the said board based its finding. In fact, I cannot concur with the board's unqualified intimation that, had the claimants in this case adduced conclusive evidence of "a sufficient overt action" of violence rather than a fear of it, they would not have become participants in the dispute. The established jurisprudence is to the effect that in cases where there is evidence of violence, claimants may be justified in pausing one day or so, depending upon the circumstances, before venturing across a picket line. However, in order to prove that they have not become participants, they must show that they have, without undue delay, taken all the available and reasonable means of removing the cause which prevents them from continuing to work. As the Umpire said in decision CUB 1532:

> . . . Illegal picketing must be considered day by day, it may be illegal on one day and peaceful the next. To be entitled to unemployment insurance benefit, a claimant must, where necessary, take remedial action as often as the circumstances require. He should at least for example . . . have recourse to his union to urge effective remedial measures and if necessary to his employer and . . . ultimate recourse, as has sometimes been had, to police protection and legal proceedings.

Not infrequently when dealing with the question of picketing, an allegation of fear of reprisals is added, as in the present case, to that of fear of violence, but "fear of reprisals" and "fear of violence" are not synonymous. In my opinion, "fear of reprisals" is not an adequate substitute for "fear of immediate violence."

Fear of reprisals, or retaliation as it is often called, connotes a fear of subsequent consequences that might be suffered by the claimant or other members of his family because the former crossed a picket line. It may be a fear of reprisal of a "physically violent nature" (CUB 1019) or not.

In connection with cases where the alleged fear of reprisal is not of physical violence, i.e., a worker's fear of never being able to obtain work in his trade, the danger of being looked upon with contempt, called a "scab" and treated as such, etc., the Umpire said in decision CUB 1532: " . . . I consider that this type of threat is too remote and inadequate to support an allegation of fear of violence." And in CUB 981: " . . . If such a risk actually existed (the risk or fear of never being able to obtain work in his trade), it is one which the law cannot recognize as justification for relief from disqualification precisely because it stems from the free election made by the workers to associate themselves in a common cause for the betterment of their working conditions and economic needs."

In connection with the cases where there is no evidence of immediate violence, but only an allegation of fear of reprisals of a "physically violent nature," the Umpire stated in decision CUB 1019:

> It may happen in exceptional circumstances that a claimant succeeds in establishing that he has completely disassociated himself from the dispute, has made a serious attempt to work and was compelled to withdraw his labour on account of a reasonable and *bona fide* fear of reprisals of a physically violent nature.
>
> . . . It might be understandable that in isolated cases an individual, or a small group of workers having different ideologies or interests to those of a larger group, may fear reprisals of violence if he or it were to take a step which would tend to jeopardize the interests of the majority . . .

And the Umpire said in CUB 1532:

> There are no hard and fast rules which can be laid down in determining when there exists justification for a genuine fear of violence. Such determination depends in part on the temperament of those concerned and on a multitude of circumstances, the importance of which must be weighed in the light of the characteristics of each case.

Also in decision CUB 1019:

> Under section 41 (now 63), unemployment insurance benefits are to be granted not indiscriminately to a mass of workers but only to those who are selected one by one and found to possess the necessary qualifications for entitlement thereto.

As I have said, it is a well-recognized legal principle that self-serving declarations should be carefully scrutinized, and this is particularly true when a declaration of fear, which would serve as a means to obtain unemployment insurance benefit, is made on behalf of a group of organized workers. It is common knowledge that unions, as it is not only their privilege but also their right to do, respect each other's picket lines in accordance with the rules of their constitutions or as evidence of loyality to the labour movement, but unemployment insurance benefit is not payable under such circumstances.

Peaceful picketing is recognized by law and I have no hestitation to state that I have no quarrel with the workers who participate in legal picketing. Nor do I disapprove of those who, because of their union convictions or engagements, choose to respect a peaceful picket line. Like one of my predecessors, I quite agree that "if one chooses to associate himself with others in the pursuance of common and legitimate interests, he should act in accordance with the principles of his association" (CUB 918).

However, it is a well-known fact that picket lines are not always peaceful and that, as a general rule, the presence of a picket line constitutes, at least under provocation, a risk of immediate trouble and a possibility of immediate violence. Hence, as has occurred, in effect, in the present case, the reason usually put forward by claimants or union representatives on their behalf is that, as there is an inherent risk of violence in attempting to cross a picket line, respect thereof should not bring about a disqualification under section 63 of the Act on the ground of voluntary withdrawal of labour and, consequently, because of participation in a labour dispute.

In that respect, the Umpire had this to say in decision CUB 1019:

> Although the presence of a picket line constitutes a possibility of violence, the Umpire, as well as the other adjudicating authorities under the Act, cannot assume that, normally, picketing will result in violence. Picketing, when conducted in an orderly manner, is permitted by the law. To assume that normally it would bring violence is, in effect, tantamount to saying that the Legislator sanctions violence and disturbance of the peace.
>
> A worker has a legal right to cross a picket line if he so desires and this right is protected under section 501 of the Criminal Code . . .
>
> There is a well-known legal maxim which says that "no one should be heard to set up his own wrong doing" and I cannot help but feel that organized labour places itself in that position when it argues, as it did in this case, that there is an inherent risk of violence in picketing and, therefore, respect of a picket line should not be taken as ground for disqualification under section 41 (now 63) of the Act.

And in decision CUB 1109, the Umpire said:

> The evidence which is now before me shows that the picketing of the employer's premises was conducted in a peaceful and orderly manner and that there were no real threats of violence. It also shows that none of the employees who were not directly involved in the strike made a serious and honest attempt to cross the picket line on February 17th, 1954, nor thereafter.
>
> If these employees were really interested in exercising their undeniable right to work, they would have tried to convince the picketers to allow them to cross the line, and then, upon being refused and/or threatened with violence should they force their way across, they could have called the local police to protect the exercising of their right.
>
> In this connection, it was contended by the representative of the Council that the presence of police officers very often provokes violence. It should not be so. On the contrary, because they represent law and order, their presence should normally be a guarantee that the safety of the workers will not be imperilled. To assume otherwise would, as I said in decision CUB 1019, be "tantamount to saying that the Legislator sanctions violence and disturbance of the peace."

From the foregoing it can be seen that, in the absence of any proof of acts or threats of violence, a claimant may not, except in isolated cases and in exceptional circumstances, be heard to say that his refusal to cross a picket line because of a fear of violence is not a voluntary withdrawal of his labour. The reason for this is that it is voluntarily that such claimant decides or that his union with his expressed or implied consent decides for him not to have recourse to the available legal means of protecting the exercise of his undeniable right to cross the picket line notwithstanding any strike.

The present case is one in which no proof of acts or threats of violence or of reprisals of any kind has been adduced, nor is there any evidence that there were exceptional circumstances connected with the case of any one of the claimants involved in this appeal. Furthermore, no evidence has been adduced that recourse was had by the claimants or by their unions on their behalf to all the available legal means of protecting the exercise of their undeniable right to cross the picket line notwithstanding the strike, on January 19, 1961 and thereafter.

For the above reasons, I consider that the claimants must be said to have voluntarily withdrawn their labour and as a consequence became participants in the labour dispute in question.

I therefore dismiss the Union's appeal.

NATIONAL EMPLOYMENT SERVICE

Monthly Report on Operations of the National Employment Service

Vacancies reported in December up 14.7 per cent and placements effected up 12.8 per cent over totals for same month in 1960. Total of vacancies reported in 1961 higher than 1960 total by 15.7 per cent; of placements, by 17 per cent

During December 1961, some 99,400 vacancies were notified by employers to local offices of the National Employment Service. This number represented an increase of 14.7 per cent over the same month in 1960.

Vacancies for women, totalling 36,400, increased by 21.1 per cent, considerably higher than the 11.2-per-cent increase in male vacancies.

During 1961 as a whole, some 1,306,000 vacancies were notified, a cumulative increase of 15.7 per cent over 1960, and a higher total than in any year since 1956.

Placements effected during December 1961 amounted to 96,500, an increase of 12.8 per cent over the corresponding month in 1960, and the highest number of placements for any December since 1944.

Placement affected through the National Employment Service during 1961 numbered 1,119,855. This total exceeds that in any previous year since 1945, when wartime conditions prevailed.

Placements in 1961 were in advance of those in 1960 by some 17 per cent. All regions of the National Employment Service shared in the increase. Percentage increases were as follows:

Atlantic	8.9
Quebec	20.6
Ontario	24.5
Prairie	6.7
Pacific	12.5

Placements of men in 1961 totalled some 748,800, an increase of 16.7 per cent over 1960, and placements of women, numbering some 371,100, were 17.3 per cent higher than during the previous year. Of the total placements, some 53,000 involved the transfer of workers to other areas.

Total placements during the six-year period 1956-61 were as follows:

1956	1,046,979
1957	877,704
1958	840,129
1959	986,073
1960	958,300
1961	1,119,855

This increase in placements in 1961 was related to improvement in employment opportunities since the beginning of the year and to intensified activity on the part of the National Employment offices.

In a changing economy where automation and mechanization are creating new types of jobs and eliminating old ones, each youth must be suitably educated, trained, and motivated to develop his maximum level of skill, the President's Committee on Youth Employment has said in its first report.

"Employers, unions, and schools must co-operate in developing training programs of a type and to a degree hitherto unknown," it added.

The Committee, of which U.S. Secretary of Labor Arthur Goldberg is chairman, was established by President Kennedy in November (L.G., Jan., p. 3).

At its January meeting the Committee heard reports from members of the U.S. Cabinet and from the President's chief economic adviser.

U.S. Secretary of Agriculture Orville Freeman urged the Committee to consider programs for employing young people in the development of recreational areas, including park, recreational, and watershed developments near metropolitan centres.

Secretary of Commerce Luther Hodges told the Committee that more rapid economic growth depends fundamentally on capital investment, but that a properly trained work force is also important.

Dr. Walter Heller, Chairman of the President's Council of Economic Advisers, pointed out that the addition of more labour and capital to industrial plant will not by itself hasten the rate of economic growth. New workers must also have the education and training needs.

LABOUR CONDITIONS IN FEDERAL GOVERNMENT CONTRACTS

Wage Schedules Prepared and Contracts Awarded during December

Works of Construction, Remodelling, Repair or Demolition

During December the Department of Labour prepared 176 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition. In the same period, a total of 132 contracts in these categories was awarded. Particulars of these contracts appear below.

In addition 114 contracts not listed in this report and which contained the General Fair Wages Clause were awarded by Central Mortgage and Housing Corporation, Defence Construction (1951) Limited and the Departments of Defence Production, Northern Affairs and National Resources and Public Works.

A copy of the wage schedule issued for each contract is available on request to trade unions concerned or to others who have a *bona fide* interest in the execution of the contract.

(The labour conditions included in each of the contracts listed under the heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in December for the manufacture of supplies and equipment were as follows:

Department	*No. of Contracts*	*Aggregate Amount*
Defence Construction (1951) Ltd.	1	$ 142,985.00
Defence Production	154	3,104,971.00
Post Office	7	101,188.00
Royal Canadian Mounted Police	6	156,045.00

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage rate for each classification of workmen deemed to be required in the execution of the work. These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classification to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of Labour, Ottawa.

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate, but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Wage Claims Received and Payments Made during December

During December the sum of $9,558.89 was collected from 10 contractors for wage arrears due their employees as a result of the failure of the contractors, or their subcontractors, to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 141 workers concerned.

Contracts Containing Fair Wage Schedules Awarded during December

(The labour conditions of the contracts marked (*) contain the General Fair Wages Clause providing for the observance of current or fair and reasonable rates of wages and hours of labour not in excess of eight per day and 44 per week, and also empower the Minister of Labour to deal with any question which may arise with regard thereto.)

Atomic Energy of Canada Limited

Chalk River Ont: Jos La Plume Ltd, insulation, plaster & stucco work—extension to library, Bldg 432. *Whiteshell Man:* Nelson River Construction Ltd, construction of water supply & sewage systems, Stage 1, Nuclear Research Establishment; Canadian Comstock Co Ltd, erection of temporary power supply, Stage 1, Nuclear Research Establishment; Brodsky Construction Ltd, construction of camp access road & parking lot, Stage 1, Nuclear Research Establishment.

Central Mortgage and Housing Corporation

Greenwood N S: Conniston Construction Co, site improvements & planting for 300 housing units (DND 10/59). *Sarnia Ont:* Western Ontario Landscaping Ltd, site improvements & planting for 120 housing units (FP 2/58). *Pinawa Man:* Borger Bros Ltd, construction of ground services & roads (AECL 12/61). *Shilo Man:* Drake Construction Co Ltd, construction of 198 housing units & ground services (DND 4/61).

In addition, the Corporation awarded three contracts containing the General Fair Wages Clause.

Department of Citizenship and Immigration

Sioux Lookout Indian Agency Ont: Paul G Wallin Ltd, construction of school, staff residence & power plant, Osnaburgh IR (Dog Hole Bay); Hakala Construction, revisions to Sioux Lookout IRS. *Portage la Prairie Indian Agency Man:* R E Turner, addition to school, Brandon IRS. *The Pas Indian Agency Man:* Western Petroleum Construction Co Ltd, installation of oil storage tanks, Pukatawagan IDS. *Qu'Appelle Indian Agency Sask:* Hahn Construction, installation of dishwashing unit & food service counter, Qu'Appelle IRS.

Defence Construction (1951) Limited

St John's & Area Nfld: Colonial Construction Co Ltd, warning siren installations. *Chatham N B:* Coronet Paving Ltd, construction of runway & access taxiways, RCAF Station. *Shilo Man:* Universal Electric, Division of Univex Electrical Construction & Engineering Ltd, renovations to electrical distribution system, Camp. *Matsqui B C:* Western Electric Construction Co Ltd, replacement of remote control cable, Naval Radio Station. *Various locations:* seven contracts in the restricted category.

In addition, Defence Construction (1951) Limited awarded three contracts containing the General Fair Wages Clause.

Kingston Ont: T A Andre & Sons Ltd, installation of storm sewer & rebuilding portion of MacKenzie Ave, RMC; Cara Development Corp Ltd, construction of access road & parking lot, RMC. *North Bay Ont:* Sterling Construction Co Ltd, construction of GCA bldg, RCAF Station. *Ottawa Ont:* Shore & Horwitz Construction Co Ltd, replacement of windows, Wallis House. *Trenton Ont:* C H Burton Roofing & Sheet Metal, reroofing of seven bldgs, RCAF Station.

Department of Defence Production

Charlottetown P E I: Douglas Bros & Jones Ltd, water service main repairs, Armoury. *Bedford N S:* Howard Brunt, repairs to perimeter lighting system, Bedford Magazine. *Cornwallis N S:* Kenney Construction Co Ltd, revisions to induced draft fan platform, central heating plant, HMCS *Cornwallis. Halifax N S:* J Colin Dunn & Sons Ltd, supply & installation of replacement heating coils & ventilation system, S-1, Officers' Quarters, HMCS *Stadacona. Sydney N S:* Chappell's Ltd, renewal of roof shingles, Bldg 12-3, Point Edward Naval Base; Chappell's Ltd, renewal of roof shingles, Bldg 12-2, Point Edward Naval Base; Chappell's Ltd, renewal of roof shingles, Bldg 12-1, Point Edward Naval Base. *Camp Gagetown N B:* Weyman Construction Co Ltd. erection of hangar. *Coldbrook N B:* E S Stephenson & Co Ltd, installation & connection of two boilers to steam header, RCEME Workshop. *McGivney N B:* Duramastic Asphalt Ltd, construction of spark proof floors, Camp. *Valcartier Que:* Quebec Intercom Inc, installation of community antenna system, Camp. *Hagersville Ont:* Schreiber Bros Ltd, replacement of roof, hangar No 4, Military Camp. *London Ont:* Len J McCarthy, interior painting of PMQs, Oxford & Highbury Aves. *Napanee Ont:* Vine's Electric & Plumbing, renovation of washrooms, Armoury. *Oakville Ont:* King Paving Co Ltd, extension of parking lot, Ortona Barracks. *Petawawa Ont.* Peter E Sylvestre & Sons Ltd, installation of monorail system & two double doors. *Shilo Man:* W & G Ellwood, renovations to mess halls, Military Camp. *Belmont Park B C:* Hartmann & Guelich, interior painting of residences in married quarters; Hartmann & Guelich, interior painting of residences in married quarters. *Esquimalt B C:* Capital City Roofing & Floor Co, re-laying of floors, Bldg No 11, HMCS *Venture;* Parfitt Construction Co Ltd, enlargement of cryptographic office, Bldg No 77, HMC Dockyard.

In addition, this Department awarded 54 contracts containing the General Fair Wages Clause.

Department of Justice

Joyceville Ont: James Kemp Construction Co, construction of farm camp type "A" Bldg No. 51, Joyceville Institution.

National Harbours Board

Montreal Que: Foresteel Products Ltd, installation of partial dust control system, Elevator No 3; Industrial Maintenance Ltd, replacement of sheeting & ventilation mechanism, Elevator No 1. *Vancouver B C:* Northland Machinery Supply Co Ltd, installation of partial dust control system, Elevator No. 2.

Department of Northern Affairs and National Resources

Fundy National Park N B: M D Chown & Sons, construction of laundry bldg, Point Wolfe Campground.

In addition, this Department awarded three contracts containing the General Fair Wages Clause.

Projects Assisted by Federal Loan or Grant

Borden PEI: Gifco Ltd, installation of sewer outfall; Morrison & McRae Ltd, installation of sewer pipe. *Drumheller Alta:* McLean Service & Construction Ltd, laying sanitary sewer gravity main, sewer force main & construction of sewage lift station, sewage lagoon & overflow structures.

Department of Public Works

L'Anse au Clair (Labr) Nfld: Pelley Enterprises Ltd, wharf extension. *St John's Nfld:* J J Hussey Ltd, construction of sheds. *Lawrencetown N S:* Frank Comeau, construction of post office bldg. *North Sydney N S:* Maritime Builders Ltd, construction of extension to

federal bldg. *Yarmouth Bar N S:* Trask & Shaw Ltd, retaining wall repairs. *Barachois de Malbaie Que:* Chandler Construction Ltd, construction of landing extension. *Blackpool Que:* J J Shea Ltd, masonry & general repairs & construction of retaining wall, Customs & Immigration & Agriculture Bldgs. *Contrecoeur Que:* Les Entreprises Jean R Denoncourt Enrg, construction of retaining wall (Project No 1); Les Entreprises Jean R Denoncourt Enrg, construction of retaining wall (Project 3). *Desbiens Que:* Raymond Lebel, construction of post office bldg. *Fassett Que:* N Sani Co Ltd, wharf alterations. *Matane Que:* Tracy Construction Inc, harbour improvements (ferry terminal). *Matapedia Que:* C A Norton, construction of post office bldg. *Papineauville Que:* Hector Bourgeois, raising of wharf. *Pointe au Pic Que:* Jean Claude Tremblay, construction of protection works. *Pointe du Lac Que:* Anatole Proulx, repairs & protection works. *Quyon Que:* Russel Judd, construction of post office bldg. *St Denis sur Richelieu Que:* Armand Sicotte & Fils, construction of retaining wall. *St Ignace de Loyola Que:* Welco Construction Inc, repairs to protection works. *Arnprior Ont:* J C McManus, application of vinyl tile & linoleum, bldgs Nos 2, 4 & 5, Civil Defence College. *Caledon East Ont:* Gorsline Construction Ltd, construction of post office bldg. *Delaware Ont:* Tripod Construction Ltd, construction of post office bldg. *Dublin Ont:* Looby Construction Ltd, construction of post office bldg. *Etobicoke Ont:* Purton Construction Co Ltd, construction of post office bldg. *Kingston Ont:* Friendship Construction Co Ltd, canteen installation, federal bldg. *Ottawa Ont:* Beaudoin Construction Ltd, alterations to windows, Centre Block, Parliament Bldgs; Able Construction Co Ltd, alterations & installation of laboratory fittings, K W Neatby Bldg, CEF; Leslie Stratford Cut-Stone & Construction Co Ltd, alterations to Finance bldg for Computer Centre, Tunney's Pasture; D Decarie, partial redecoration, RCMP Headquarters Bldg; Beaudoin Construction Ltd, general alterations to Regent Bldg; Beaudoin Construction Ltd, stucco repairs to exterior, Mortimer Bldg. *Scarborough Ont:* Starnino Construction Ltd, construction of seismograph vault. *Thessalon Ont:* Albert Haigh, wharf repairs. *Eriksdale Man:* C T Loewen & Sons (1957) Ltd, construction of post office bldg. *McCreary Man:* Nils Anderson Construction Co, construction of post office bldg. *Plum Coulee Man:* Henry J Martens, construction of post office bldg. *St Claude Man:* C T Loewen & Son (1957) Ltd, construction of post office bldg. *Watrous Sask:* Riendeau Construction Ltd, construction of RCMP detachment quarters. *Wawanesa Man:* Riesmeyer-Vansanten, construction of post office bldg. *Winnipeg Man:* Peter Boorberg Construction Enterprises Ltd, moving of insectory bldgs, University of Manitoba Campus; Western Tools & Industries (1960) Ltd, alterations to metal partitioning, general post office bldg, 266 Graham Ave. *Kyle Sask:* Knutson Construction Co Ltd, construction of post office bldg. *Morse Sask:* Swertz Bros Construction Ltd, construction of RCMP detachment quarters. *Moss Bank Sask:* Jacobs Construction, construction of post office bldg. *Naicam Sask:* Watson Construction Ltd, construction of post office bldg. *Norquay Sask:* Wm Slowski, construction of post office bldg. *Raddisson Sask:* C W Hill Construction Ltd, construction of post office bldg. *Southey Sask:* Fordon Construction, construction of post office bldg. *Banff Natinal Park Alta:* Mamczasz Bridge Construction, grading, base course & overpass structure, Eisenhower Interchange. *Breton Alta:* Watson (Tofield) Ltd, construction of post office bldg. *Calgary Alta:* Bird Construction Co Ltd, alterations to three floors, federal public bldg. *Donalda Alta:* R V Coambs Construction Ltd, construction of post office bldg. *Elk Point Alta:* Watson (Tofield) Ltd, construction of post office bldg. *Hines Creek Alta:* R V Coambs Construction Ltd, construction of post office bldg. *Lesser Slave Lake Agency Alta:* Van Vliet Construction Co Ltd, construction of school, Joussard IRS. *Onoway Alta:* McLeod Mercantile Ltd, construction of post office bldg. *Ryley Alta:* C Burrows Construction Ltd, construction of post office bldg. *Harrison Hot Springs B C:* Frank P Moberg, construction of post office bldg. *Matsqui B C:* Erskine Construction, construction of post office bldg. *Midway B C:* W Wlasoff, construction of customs residence. *Terrace B C:* Nor-Pine Construction Co Ltd, addition to federal bldg.

In addition, this Department awarded 51 contracts containing the General Fair Wages Clause.

The St. Lawrence Seaway Authority

St Catharines Ont: C H Heist (Canada) Ltd, painting of lock gates, Welland Canal.

Department of Transport

Gander Nfld: Power Installations (Sarnia) Ltd, installation of transmissometer & daylight ceilometer & power supply to ILS & radar facilities. *Dorval Que:* Bedard-Girard Ltd, installation of additional lighting facilities, Montreal International Airport. *Ville LaSalle*

Que: Desco General Construction Inc, construction of extension to Hydraulic Models Bldg & related work. *Lindsay Ont:* L Van Dyk Construction Ltd, construction of watchhouse at Lindsay Lock, Trent Canal. *North Bay Ont:* Sterling Construction Co Ltd, construction of air terminal bldg, combined maintenance garage, air services bldg & related work. *Sault Ste Marie Ont:* George Stone & Sons Ltd, construction of remote receiver bldg, remote transmitter bldg & related work. *Windsor Ont:* Mac J Brian Ltd, installation of air conditioning system in control tower, Terminal Bldg, Airport. *Winnipeg Man:* Malcom Construction Co Ltd, construction of remote transmitter bldg. *Saskatoon Sask:* Steel Structures (Western) Ltd, supply & erection of prefabricated metal storage bldg, Airport. *Prince George B C:* Burns & Dutton Concrete & Construction Co Ltd, construction of ILS bldgs & drainage improvements. *Victoria B C:* Heath Construction, construction of non-directional beacon bldg & related work, Victoria International Airport; Dawson, Wade & Co Ltd, extension to runway, Victoria International Airport.

—Federal Photos, Montreal

Interesting Agreement—Late in 1961, the Queen Elizabeth Hotel, Montreal, and Local 382, Hotel and Restaurant Employees' and Bartenders' International Union, by mutual consent, set aside an existing agreement with a full year yet to run and signed a new three-year agreement (L.G., Nov. 1961, p. 1127). The signing took place, after a company-union luncheon, in the presence of several hundred hotel employees. Shown at the signing are (seated, left to right): Henri St. Jacques, Local 382 Secretary-Treasurer; J. W. Lebeau, International Vice-President, International Brotherhood of Firemen and Oilers; Armand Marion, Local 382 President; Roméo Tardiff, representative, Laundry Workers' International Union. Standing (from left): Ralph Townsend, representative, Firemen and Oilers; Donald M. Munford, General Manager, Queen Elizabeth Hotel; Gaston Ramat, representative, Hotel and Restaurant Employees, A. R. Johnstone, International Vice-President, Hotel and Restaurant Employees' Union.

Former Officer of Department, R. M. Cram Died in January

R. M. Cram, highly respected officer of the Department of Labour for many years and former Assistant Director of the Economics and Research Branch, died on January 7 at the age of 72.

After serving for several years, first with the old Department of Marine and Fisheries and later with the old Department of the Interior (Topographical Survey), Mr. Cram came to the Department of Labour. Here he served under ten Ministers, from Senator Gideon Robertson, during that Minister's first term of office, to Milton F. Gregg, who was Minister at the time of Mr. Cram's retirement in 1955 after 35 years as a civil servant.

During the period of Mr. Cram's service with the Department of Labour, his work as a labour statistician brought him into close contact with the development of the labour movement in Canada, and he stood high in the regard of leaders in both labour and management.

Half of Canadian Workers Report No Sickness during Survey Year

About 50 per cent of the gainfully employed persons in Canada were without any disability period—time away from work because of sickness—during a one-year survey period.

About 50 per cent of those who reported disability stayed away from their usual activities from one to seven days.

These were two of the findings of the Canadian Sickness Survey, the first nation-wide study of illness in the general population of Canada, carried out during a 12-month period starting in the autumn of 1950, and are reported in *Disability among the Gainfully Employed*, a recent DBS publication. The main findings were published earlier in *Illness and Health Care in Canada* and in 11 bulletins constituting DBS Reference Paper No. 51.

In the survey, a disability period was taken as a series of 1 to 365 consecutive days throughout which time a person was reported as continuously away from his usual activity or occupation.

The survey was initiated by the Department of National Health and Welfare, and conducted by the 10 provincial health departments with federal funds made available to the provinces through the National Health Program. The DBS and Department of National Health and Welfare jointly planned and organized the survey, in consultation with the provinces.

The gainfully employed, for purposes of the survey, included persons who pursued an occupation to earn money or assisted in the operation of a farm or business, also persons usually employed but not working at the time of the survey. Excluded, however, were children of 14 or over working at home on general household duties or at other odd jobs, also women homemakers in their homes and not drawing salaries or wages.

Details of findings: the gainfully employed registered disability rates for each group ranging from 40.4-50.6 per cent for male employees, and from 52.6-57.8 per cent for female employees. This compared with 48.5-52.8 per cent for all men and from 51.3-59.6 per cent for all women in the Canadian population.

The average number of disability days per person, under the age groups tabulated—15-24 years was the lowest group, 65 and over the highest—was in each case lower among the gainfully employed than in the total population.

For both sexes of all ages, in the total population, there were 12 such days per person compared with only 8 days among the gainfully employed. In the total male population of all ages and among the gainfully employed, the respective figures were 12 and 9, and among the total female population of all ages compared with those employed, 12 and 8.

In general, short-term disability (i.e., up to 30 days) was higher for women, and long-term disability was higher for men. For the whole of Canada, disability rates were slightly higher in non-metropolitan areas than in metropolitan ones.

The cross-classification of industries by region and area showed the highest disability rate for employees of the Quebec non-metropolitan area manufacturing industry, where disability periods were registered by 65 per cent of the gainfully employed. The lowest rate was shown for Ontario metropolitan manufacturing industries, where 38.5 per cent of persons so employed reported disabilities.

Additional information is given in the 11 tables in the report, which is available from the Dominion Bureau of Statistics, Ottawa, or from the Queen's Printer, Ottawa, at 50 cents per copy.

24 University Presidents Endorse Equal Pay for Women on Faculty

Equal opportunity for women faculty members with regard to pay, status, and work-load has been subscribed to by 24 Canadian university presidents who replied to an inquiry by the Council of the Canadian Association of University Teachers.

The university presidents were asked to comment on a Council resolution stating that, in line with the principle of equal pay for work of equal value, there should be no discrimination based upon sex among faculty members at Canadian universities with regard to pay, status or work-load.

At a meeting of the C.A.U.T. Council, it had been alleged that discrimination against women academic staff members existed at Canadian universities, not only in initial appointments but also in matters of promotion, status, research opportunities, and nature and weight of work-loads. The questionnaire to Canadian university presidents was the result.

In Parliament Last Month

(page numbers refer to Hansard)

The fifth session of the Twenty-fourth Parliament opened on January 18 (p.1). In January in the House of Commons:

The re-appointment of R. D. Thrasher, Q.C., (Essex South) as Parliamentary Secretary to the Minister of Labour was announced (p. 5).

New immigration regulations effective February 1 were tabled January 19 by the Minister of Citizenship and Immigration, who pointed out that the most important new provision "lays primary stress on education, training and skills as the main condition of admissibility regardless of the country of origin of the applicant" (p. 9).

The following bills were introduced and given first reading:

—Bills C-5 and C-11, to amend the Industrial Relations and Disputes Investigation Act, the first bill to revise mediation and conciliation processes and the second to make the Act apply to the Civil Service of Canada, except for the provisions relating to strikes and lockouts (p. 29).

—Bill C-29, to amend the Canada Fair Employment Practices Act to prohibit discrimination on account of age (p. 23).

—Bill C-38, to provide for the reporting of financial and other statistics relating to the affairs of corporations and labour unions operating in Canada (p. 34).

—Bill C-39, to amend the Merchant Seamen Compensation Act to allow an orphan living at the home of his guardian or foster parent to be eligible for benefits (p. 34).

—Bill C-42, to provide minimum wages for employees (p. 77).

The second volume of the report of the Royal Commission on transportation was tabled on January 23 (p. 77).

The Prime Minister announced that old age pensions will be increased by $10 a month, and the federal Government's contribution toward the cost of old age assistance and pensions to blind and disabled persons will be increased proportionately (p. 82).

During the debate on the Speech from the Throne, F. J. Bigg (Athabasca) said on January 25 that the secret ballot, the centering of control in Canada of unions operating in this country, prohibition against compelling non-members to pay union dues, auditing of union acocunts, and the exclusion from union office of persons with certain criminal records should be secured by a labour code or other legislation (p. 175).

On January 25 the House defeated a non-confidence motion made three days earlier by the Leader of the Opposition (p. 57). Two days earlier it defeated a sub-amendment that had been proposed by Hazen Argue (p. 95). The vote on the first motion was 144-142 (p. 228) and on the second, 155-49 (p. 138).

The first motion said the Government did not deserve the confidence of the House because of its "continuing failure to bring forward policies to deal with the real problems confronting this country." The sub-amendment added these words: "including the failure to promote the planned development of our resources, sound monetary, fiscal, investment and trade policies which will develop our economy so as to provide:

1. expanding export markets for agricultural and industrial production;
2. full employment;
3. and, in co-operation with the provinces, a prepaid medical care program for all Canadians.

Debate was begun on the last day of the month on two items of supplementary estimates covering the "Do It Now" campaign and additional payments under the Municipal Winter Works Incentive Program (p. 404).

PRICES AND THE COST OF LIVING

Consumer Price Index, January 1962

The consumer price index (1949=100) declined 0.1 per cent between the beginning of December 1961 and the beginning of January 1962, moving from 129.8 to 129.7*.

Decreases in the clothing and transportation indexes more than offset increases in the food, housing, and recreation and reading indexes; health and personal care, and tobacco and alcohol indexes were unchanged.

The food index rose 0.2 per cent to 124.8 from 124.5 as a result of higher prices for beef, fresh pork, chicken, bread, coffee, oranges and a number of fresh vegetables, particularly cabbage. Lower prices were reported for eggs, cured pork, turkey, grapefruit, bananas, powdered skim milk, orange juice, tomatoes, celery and lettuce.

The housing index increased 0.1 per cent to 134.0 from 133.8; the shelter index rose 0.2 per cent and the household operation index was unchanged. In shelter, rents remained at December levels but home-ownership costs rose as a result of higher prices for new houses and repairs. In household operation, lower prices for appliances and textiles balanced higher prices for furniture, fuel and lighting, utensils and equipment, and supplies and services.

The clothing index declined 1.8 per cent to 111.6 from 113.7, reflecting widespread January sales for men's, women's and children's wear and piece goods, particularly men's suits, overcoats and shirts, women's fur and cloth coats, and suits, and children's parkas.

The transportation index fell 0.4 per cent to 140.6 from 141.1, as a result of lower prices for new passenger cars. Gasoline and tire prices were somewhat higher.

The health and personal care index was unchanged at 156.8. The health care component remained at its December level, and minor and scattered increases in personal care were not sufficient to move the index.

The recreation and reading index increased 0.2 per cent to 146.6 from 146.3. An increase in newspaper prices in Montreal advanced the reading index, and this rise more than balanced a decrease in prices for radios and phonograph records in the recreation index.

*See Table F-1 at back of book.

City Consumer Price Indexes, December 1961

Consumer price indexes (1949=100) rose in three of the ten regional cities between November and December 1961, declined in four cities and remained unchanged in three cities.* Increases and decreases ranged narrowly between 0.1 and 0.2 per cent.

Food indexes declined in six cities while rising in four cities. Shelter indexes were unchanged in five cities, down in three and up in two. Clothing indexes increased in five cities, decreased in four and remained unchanged in the tenth city. Household operation indexes rose in five cities, dropped in two and were unchanged in the other three regional cities. Other commodities and services indexes were unchanged in seven cities, up in two cities and down in the remaining city.

Regional consumer price index point changes between November and December were as follows: Saskatoon-Regina —0.3 to 126.1; Halifax —0.2 to 129.5; Ottawa —0.2 to 131.6; Saint John —0.1 to 130.7; St. John's +0.1 to 116.5†; Montreal +0.1 to 130.9; Edmonton-Calgary +0.1 to 125.8. Toronto, Winnipeg and Vancouver remained unchanged at 131.9, 128.9 and 130.1 respectively.

Wholesale Price Index, December 1961

The general wholesale price index (1935-39=100) was 236.5 in December 1961, up 0.5 per cent from 235.3 in November and up 2.6 per cent from 230.4 in December 1960. Seven of the eight major group indexes were higher; the other one was lower.

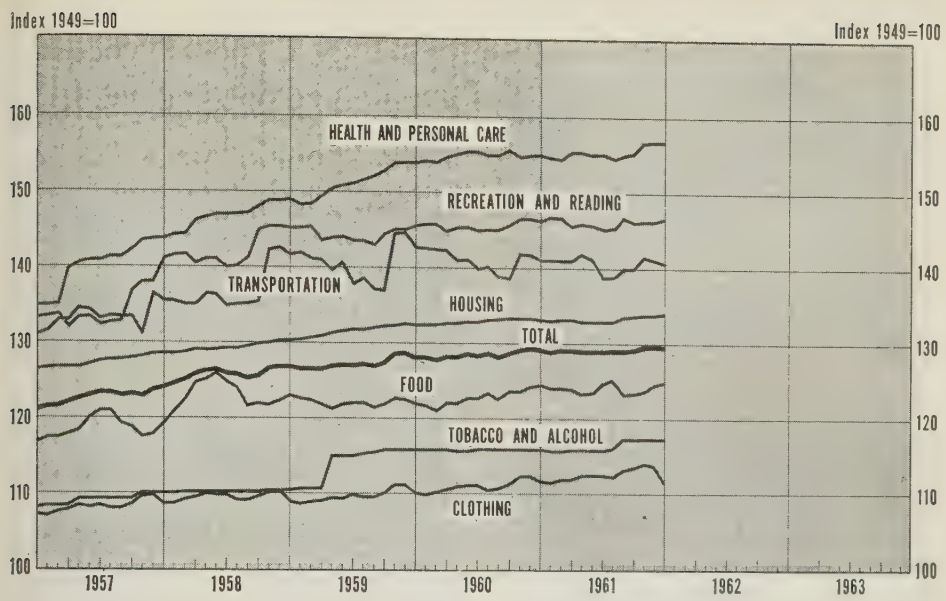
The vegetable products group index rose 1.3 per cent to 208.0 from 205.3, the non-ferrous metals group index advanced 1.0 per cent to 188.1 from 186.2, and the non-metallic minerals group index rose 0.5 per cent to 186.7 from 185.8.

The index for the textile products group increased 0.5 per cent to 237.1 from 236.0; the animal products group index advanced 0.3 per cent to 257.2 from 256.5. The wood products group index was little changed in the month at 309.4 versus 308.4, as was the chemical products group index at 190.2 versus 190.0.

*See Table F-2 at back of book.

†On base June 1951=100.

CONSUMER PRICE INDEX



The iron products group index eased down to 257.5 from 257.9.

The residential building materials price index (1935-39=100) was unchanged at 292.4 in December. On the 1949=100 base this index was 128.2. The non-residential building materials price index (1949=100) rose during the month from 130.6 to 131.1.

The index of Canadian farm product prices at terminal markets (1935-39=100) eased down 0.7 per cent, from 218.4 to 216.9, in the three weeks ended December 22. The animal products index declined 1.8 per cent to 273.3 from 278.3; the field products index rose 1.3 per cent to 160.5 from 158.5.

U.S. Consumer Price Index, December 1961

The United States consumer price index (1947-49=100) registered a 0.1-per-cent decline between mid-November and mid-December, from 128.3 to 128.2. The index for December 1960 was 126.5.

During the month, an almost 3-per-cent drop in used car prices together with lower prices for gasoline and new car prices lowered the transportation group index 0.8 per cent. Declines in other groups were offset by seasonal price increases for vegetables and some meats; the food index rose 0.1 per cent.

In 1961, the index rose 0.5 per cent, the smallest annual rise since 1955. The record high was set in October 1961, when the index reached 128.4. It has dropped in two successive months since then.

British Index of Retail Prices, November 1961

The British index of retail prices (Jan. 17, 1956=100) rose between mid-October and mid-November from 115.7 to 116.9, a record. The 1.2-point rise in the index during the month was due mainly to seasonal increases in coal and coke, and marked rises in prices of eggs, apples and other foods. The food sub-index rose more than 1.5 per cent.

At mid-November a year earlier the index was 111.9.

Farm cash income received by Canadian farmers from farming operations, excluding supplementary payments, reached an all-time high in 1961.

According to preliminary estimates by the Dominion Bureau of Statistics, the total was $2,928.9 million, 2.4 per cent above the previous record of $2,859.1 million set in 1952 and 5.3 per cent higher than the $2,781.5 million realized in 1960.

These estimates include cash income from the sale of farm products, Canadian Wheat Board participation payments, net cash advances on farm-stored grains, and deficiency payments made under the present farm prices support program.

53741-5—9

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making application to the Librarian, Department of Labour, Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed in the LABOUR GAZETTE.

List No. 160

Business

1. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Costs and Competition: American Experience Abroad*, by Theodore R. Gates and Fabian Linden. New York, 1961. Pp. 226.

Reports findings based on answers to a questionaire by 147 companies. Contents: Comparative Costs in Perspective. The Materials Component. The Labor Component. The Overhead Component and Other Costs. The Sum of the Parts. Geographical Differences. Industry Differences. Productivity in the Cost Equation. Volume, Capacity, and Integration. Competition and Profit Margins. Comparative Costs. Past and Present Opinion on Foreign Operations.

2. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Organizing Foreign-Base Corporations*, by Enid Baird Lovell. New York, 1961. Pp. 101.

This report, based on the experience of 107 companies maintaining one or more subsidiaries in a foreign country, explains the "what", "where", "why", and "how" of foreign base operations.

Civil Service

3. BRITISH COLUMBIA GOVERNMENT EMPLOYEES' ASSOCIATION. *Minutes of the 17th Annual Convention, October 7th and 8th, 1960, Vancouver.* [Vancouver? 1960?] Pp. 64.

4. CIVIL SERVICE FEDERATION OF CANADA. *Submission to the Royal Commission on Government Organization.* Ottawa, 1961. Pp. 15.

Education

5. BEATTIE, LEWIS S. *The Development of Student Potential; a Study prepared for the Canadian Conference on Education*, by Lewis S. Beattie. With the Guidance of Edward F. Sheffield. Ottawa, Canadian Conference on Education, 1961. Pp. 63.

Contents: What is meant by Student Potential? Why are we concerned about the Development of Student Potential? What should be our Goal? How Well are we doing? What needs to be done? What are the Most Critical Issues?

6. PRINCE EDWARD ISLAND. COMMISSIONER ON EDUCATIONAL FINANCE AND RELATED PROBLEMS IN ADMINISTRATION. *Report.* Charlottetown [Dept. of Education] 1960. Pp. 102.

The Commissioner was appointed to look into matters relating to the administration and the financial support of education in Prince Edward Island.

Factory Inspection

7. GREAT BRITAIN. FACTORY DEPARTMENT. *Annual Report of the Chief Inspector of Factories*, 1960. London, HMSO, 1961. Pp. 142.

8. GREAT BRITAIN. FACTORY DEPARTMENT. *Annual Report of the Chief Inspector of Factories on Industrial Health, 1960.* London, HMSO, 1961. Pp. [63].

Industrial Relations

9. BOAZ, ROBERT S. *How to get co-operation; a Guide to More Effective Human Relations in Industry.* Vancouver, Mitchell Press Ltd., 1959. Pp. 128.

10. LABOR-MANAGEMENT CONFERENCE, WEST VIRGINIA UNIVERSITY. 11th, 1961. *Proceedings of the Eleventh Annual Labor-Management Conference April 20-21, 1961.* Arranged in cooperation with the College of Commerce, the College of Law [and] the Department of Political Science. Morgantown, Institute of Industrial Relations, West Virginia University, 1961. Pp. 41.

Topics discussed at this Conference: 1. the relationships between prices and costs; 2. the U.S. Supreme Courts decisions in the grievance arbitration process; and, 3. industrial relations and economic development.

Industry—Location

The following 13 pamphlets were prepared and published by the Industrial Development Branch, Department of Industry and Development of Alberta in Edmonton in 1961.

11. *Town of Coronation.* Rev. June 1960. Pp. 10.

12. *City of Drumheller.* Rev. March 1961. Pp. 16.

13. *Town of Grimshaw.* Rev. September 1960. Pp. 14.

14. *Town of Hanna.* Rev. March 1961. Pp. 12.

15. *Town of Innisfail.* Rev. July 1960. Pp. 15.

16. *Town of Nanton.* Rev. September 1960. Pp. 13.

17. *Town of Peace River.* Rev. January 1961. Pp. 19.

18. *Town of Ponoka.* Rev. March 1961. Pp. 11.

19. *City of Red Deer.* Rev. September 1960. Pp. 26.

20. *Town of St. Albert.* Rev. March 1961. Pp. 14.

21. *Town of Spirit River.* Rev. January 1961. Pp. 12.

22. *Town of Taber.* Rev. September 1960. Pp. 20.

23. *Town of Vegreville.* Rev. January 1961. Pp. 11.

Labour Organization

24. American Federation of Labour and Congress of Industrial Organizations. [*AFL-CIO looks at Foreign Trade; a Policy for the Sixties*] Washington, 1961. Pp. 149.

25. Rezler, Julius. *Union Growth reconsidered, a Critical Analysis of Recent Growth Theories.* New York, Kossuth Foundation, 1961. Pp. 32.

An evaluation of the theories of three labor historians, John T. Dunlop, Joseph Shister, and Irving Bernstein, who have studied the growth of American trade unions.

26. South African Trade Union Council. *Report of Proceedings, 6th Annual Conference, held at Cape Town, March, 1960.* [Johannesburg, 1961?] Pp. 144.

Occupations

27. Canada. Department of Labour. *An Analysis of the Cooking Trade, Commercial.* Prepared by a National Committee appointed by the Dept. of Labour. Ottawa, Queen's Printer, 1960. Pp. 103.

28. U.S. Bureau of Labor Statistics. *Employment in the Atomic Energy Field; a 1960 Occupational Survey.* Washington, GPO, 1961. Pp. 36.

A survey of employment in 159 establishments which held large contracts with the Atomic Energy Commission as of September 30, 1959.

Population

29. Canada. Bureau of Statistics. *Census of Canada, 1961. Preliminary Population Counts,* No. 1-5. Ottawa, 1961. 5 Parts.

30. Levitt, Kari. *Population Migration in the Atlantic Provinces.* [Toronto? University of Toronto?] 1961. Pp. 47 [35].

Paper presented to Canadian Political Science Association, Conference on Statistics, held at Sir George Williams University, Montreal, June 11 and 12, 1961. Essentially a summary of the author's study, "Population movements in the Atlantic Provinces" commissioned by the Atlantic Provinces Research Board and published by the Atlantic Provinces Economic Council in 1960.

Unemployment

31. National Association of Manufacturers of the United States of America. Research Department. *Unemployment, Causes and Cures.* New York, 1961. Pp. 9.

Recommends three cures for unemployment: 1. "Reduction of the constant . . . pressure toward increasing wage and fringe benefit costs. 2. A systematically planned and permanent reform of income tax rates for individuals and corporations. 3. Dependence on local initiative for the solution of purely local problems."

32. U.S. Department of Labor. *Who are the Unemployed? Spring 1961.* Washington, 1961. Pp. 25.

"A study by the U.S. Dept. of Labor, Bureau of Labor Statistics [and] Bureau of Employment Security." A brief examination of the U.S. unemployment picture, using charts to illustrate the situation.

Wages and Hours

33. Chamber of Commerce of the United States of America. Economic Advisory Council. *Productivity and Wage Settlements; Report.* Washington, 1961. Pp. 14.

Contents: Wage Settlement Arguments. Productivity—Meaning and Measurement. Productivity and Collective Bargaining. National Productivity: A Guide to Allowable Wage Increases? Annual Rate of Change in Real Private Product since 1909. Balance on Market Forces.

34. U.S. Bureau of Labor Statistics. *Earnings and Supplementary Benefits in Hospitals, Mid-1960.* Washington, GPO, 1961. Pp. 80.

"Summarizes the findings of a survey of earnings and supplementary wage benefits of hospital employees in 15 major metropolitan areas . . . during mid-1960."

35. U.S. Bureau of Labor Statistics. *Union Wages and Hours: Building Trades, July 1, 1960 and Trend 1929-60.* Washington, GPO, 1961. Pp. 30.

37. U.S. Bureau of Labor Statistics. *Union Wages and Hours: Printing Industry, July 1, 1960 and Trend, 1907-60.* Washington, GPO, 1961. Pp. 44.

53741-5—9½

Women

38. National Institute of Housewokers Limited, London. *Annual Report, 1960-61.* London, 1961. Pp. 27.

39. U.S. Women's Bureau. Equal Pay *Facts.* Rev. ed. Washington, GPO, 1961. Pp. 5.

40. U.S. Women's Bureau. *Life Insurance Selling; Careers for Women as Life Underwriters.* Washington, GPO, 1961. Pp. 7.

41. U.S. Women's Bureau. *Who are the Working Mothers?* Washington, GPO, 1961. Pp. 6.

Miscellaneous

42. Armstrong, J. R. *Supervisory Training.* London, Institute of Personnel Management, 1961. Pp. 51.

Provides useful information for those contemplating the introduction of a training program for supervisors and foremen.

43. Blake, Robert Rogers. *Group Dynamics—Key to Decision Making* [by] Robert R. Blake [and] Jane S. Mouton. Houston, Tex., Gulf Pub. Co., 1961. Pp. 120.

Develops the idea of group discussion of management problems to find solutions to them.

44. International Labour Organization. *Constitution of the International Labour Organization and Standing Orders of the International Labour Conference.* 1961 ed. Geneva, International Labour Office, 1961. Pp. 81. English and French on opposite pages.

45. International Labour Office. *Family Living Studies; a Symposium.* Geneva, 1961. Pp. 280.

Includes studies concerned primarily with family income and expenditure patterns in Sweden, Great Britain, Russia, Greece, West Germany and comparisons in European Coal and Steel Community countries; a food consumption survey in Great Britain; a survey of underemployment in Puerto Rico; a population study in the Indian State of Mysore; a health survey in Japan; and a survey of consumer finances in the U.S.

46. Konvitz, Milton Ridvas. *A Century of Civil Rights,* by Milton R. Konvitz. *With a Study of State Law against Discrimination,* by Theodore Leske. New York, Columbia University, 1951. Pp. 293.

"This book presents an historical and philosophical analysis of civil rights developments during the past century. It details federal and state legislative action to insure equality of treatment in public accommodations, employment, education, and housing."

47. "Resources for Tomorrow" Conference, Montreal, 1961. *Resources for Tomorrow Conference Background Papers.* Ottawa, Queen's Printer, 1961. 2 volumes.

Sponsored by Department of Northern Affairs and National Resources and provincial governments and other groups, the "Resources for Tomorrow" Conference was held in Montreal, October 23-28, 1961.

Contains 80 background papers on the following topics: agriculture, water, regional development, forestry, fisheries, wildlife, and recreation.

48. United Nations Seminar on Aerial Survey Methods and Equipment, Bangkok, 1960. *Proceedings.* Bangkok, United Nations, Economic Commission for Asia and the Far East, 1960 [i.e. 1961] Pp. 167. Seminar held January 4 to February 5, 1960.

49. U.S. Bureau of Labor Statistics. *Guide to Employment Statistics of BLS; Employment, Labor Turnover, Hours and Earnings.* Washington, GPO, 1961, Pp. 134.

50. U.S. Bureau of Labor Statistics. *Wholesale Prices and Price Indexes, 1959.* Washington, GPO, 1961. Pp. 268.

51. U.S. National Science Foundation. *Investing in Scientific Progress, 1961-1970, Concepts, Goals, and Projections.* Washington, 1961. Pp. 30.

Analyzes science education trends in the U.S. over the past 40 years and projects these trends to 1970.

In response to requests from social studies teachers for up-to-date definitions of industrial and labour relations terms, Prof. Robert E. Doherty of Cornell's School of Industrial and Labor Relations has prepared *Industrial and Labor Relations Terms: A Glossary for Students and Teachers.*

The 36-page bulletin, which defines more than 160 terms, provides a guide for high school and college students and teachers of the social sciences in understanding this increasingly complex field.

The bulletin is obtainable from the Distribution Center, New York State School of Industrial and Labor Relations, Ithaca, New York, at a price of 15 cents. For orders of ten or more copies the charge is 10 cents each.

LABOUR STATISTICS

	Page
Tables A-1 to A-3—Labour Force	250
Table B-1—Labour Income	252
Tables C-1 to C-6—Employment, Hours and Earnings	253
Tables D-1 to D-5—Employment Service Statistics	263
Tables E-1 to E-4—Unemployment Insurance	268
Tables F-1 and F-2—Prices	271
Tables G-1 to G-4—Strikes and Lockouts	272

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED JANUARY 13, 1962

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	6,409	571	1,795	2,360	1,106	577
Men	4,688	428	1,334	1,683	813	430
Women	1,721	143	461	677	293	147
14–19 years	565	62	190	174	102	37
20–24 years	803	80	268	258	134	63
25–44 years	2,937	239	824	1,111	492	271
45–64 years	1,897	169	472	731	338	187
65 years and over	207	21	41	86	40	19
Employed	5,864	487	1,616	2,211	1,031	519
Men	4,212	351	1,177	1,556	748	380
Women	1,652	136	439	655	283	139
Agriculture	575	48	124	132	252	19
Non-agriculture	5,289	439	1,492	2,079	779	500
Paid Workers	4,786	390	1,341	1,902	711	442
Men	3,290	268	936	1,301	467	318
Women	1,496	122	405	601	244	124
Unemployed	545	84	179	149	75	58
Men	476	77	157	127	65	50
Women	69	7	22	22	10	8
Persons not in the Labour Force	5,714	653	1,666	1,885	964	546
Men	1,344	183	374	411	237	139
Women	4,370	470	1,292	1,474	727	407

* Less than 10,000.

TABLE A-2—AGE, SEX AND MARITAL STATUS, WEEK ENDED JANUARY 13, 1962, CANADA

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Total	14–19 years all persons	20–64 years				65 years and over all persons
			Men		Women		
			Married	Other	Married	Other	
Labour force	6,409	565	3,405	796	818	618	207
Employed	5,864	482	3,126	673	793	597	193
Unemployed	545	83	279	123	25	21	14
Not in labour force	5,714	1,215	159	142	2,827	269	1,102
Participation rate[1]							
1962, January 13	52.9	31.7	95.5	84.9	22.4	69.7	15.8
1961, December 9	53.7	33.3	96.2	85.6	23.2	69.3	16.4
Unemployment rate [2]							
1962, January 13	8.5	14.7	8.2	15.5	3.1	3.4	6.8
1961, December 9	6.4	11.7	6.0	11.2	2.0	3.1	5.1

[1] The labour force as a percentage of the population 14 years of age and over.

[2] The unemployed as a percentage of the labour force.

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED DECEMBER 9, 1961

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	6,495	593	1,807	2,386	1,129	580
Men	4,726	444	1,340	1,688	825	429
Women	1,769	149	467	698	304	151
14—19 years	591	68	195	179	109	40
20—24 years	809	84	263	263	137	62
25—44 years	2,975	245	834	1,121	501	274
45—64 years	1,905	174	470	735	339	187
65 years and over	215	22	45	88	43	17
Employed	6,082	529	1,678	2,273	1,068	534
Men	4,371	386	1,228	1,594	773	390
Women	1,711	143	450	679	295	144
Agricultural	599	48	123	142	266	20
Non-Agricultural	5,483	481	1,555	2,131	802	514
Paid Workers	4,976	431	1,402	1,957	730	456
Men	3,429	303	989	1,334	475	328
Women	1,547	128	413	623	255	128
Unemployed	413	64	129	113	61	46
Men	355	58	112	94	52	39
Women	58	6	17	19	9	7
Persons Not in the Labour Force	5,609	629	1,646	1,854	938	542
Men	1,297	165	364	404	224	140
Women	4,312	464	1,282	1,450	714	402

TABLE A-2—AGE, SEX AND MARITAL STATUS, WEEK ENDED DECEMBER 9, 1961

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

	Total	14–19 Years, All Persons	20–64 Years				65 Years and Over, All Persons
			Men		Women		
			Married	Other	Married	Other	
Labour force	6,495	591	3,412	814	845	618	215
Employed	6,082	522	3,206	723	828	599	204
Unemployed	413	69	206	91	17	19	11
Not in labour force	5,609	1,182	134	137	2,790	274	1,092
Participation rate[1] Dec. 9	53.7	33.3	96.2	85.6	23.2	69.3	16.4
Nov. 11	53.8	33.3	96.4	86.6	23.0	69.9	16.8
Unemployment rate[2] Dec. 9	6.4	11.7	6.0	11.2	2.0	3.1	5.1
Nov. 11	5.4	11.2	4.5	9.9	1.8	3.4	5.0

(1) The labour force as a percentage of the population 14 years of age and over.

(2) The unemployed as a percentage of the labour force.

TABLE A-3—UNEMPLOYED, CANADA

(estimates in thousands)

SOURCE: DBS Labour Force Survey

——	January 1962	December 1961	January 1961	December 1961	November 1961	December 1960
Total unemployed	545	413	693	413	349	528
On temporary layoff up to 30 days	39	23	63	23	18	39
Without work and seeking work	506	390	630	390	331	489
Seeking full-time work	484	369	599	369	307	466
Seeking part-time work	22	21	31	21	24	23
Seeking under 1 month	133	127	156	127	106	158
Seeking 1–3 months	231	155	293	155	122	206
Seeking 4–6 months	75	50	113	50	45	72
Seeking more than 6 months	67	58	68	58	58	53

B—Labour Income

TABLE B-1—ESTIMATES OF LABOUR INCOME

NOTE: Monthly and quarterly figures may not add to annual totals because of rounding.

($ Millions)

SOURCE: Dominion Bureau of Statistics

Year and Month	Monthly Total			Quarterly Totals[1]						
	Mining	Manufacturing	Transportation, Storage and Communication[2]	Forestry	Construction	Public utilities	Trade	Finance Services (including Government)	Supplementary Labour income	Totals[3]
1956—Total	498	4,586	1,560	371	1,210	239	2,069	3,546	617	16,890
1957—Total	535	4,838	1,661	336	1,311	277	2,265	3,920	683	16,018
1958—Total	527	4,828	1,677	270	1,329	298	2,359	4,295	739	16,524
1959—Total	552	5,103	1,773	288	1,472	316	2,528	4,705	819	17,761
1960—Total	551	5,200	1,779	326	1,472	327	2,641	5,095	916	18,514
1960—										
November	45.4	432.3	148.5	91.6	369.9	82.6	685.4	1,319.2	235.5	1,573.7
December	44.3	422.6	144.7	.....	.....	.....	.....	.....	.....	1,529.4
1961—										
January	44.2	420.0	140.5	.....	.....	.....	.....	.....	.....	1,494.3
February	44.4	424.4	142.0	62.1	278.7	81.8	656.5	1,327.4	235.7	1,502.3
March	44.5	427.1	142.5	.....	.....	.....	.....	.....	.....	1,510.1
April	43.2	431.5	145.4	.....	.....	.....	.....	.....	.....	1,536.2
May	45.7	443.1	151.1	62.4	356.0	84.6	679.2	1,382.0	242.3	1,592.7
June	46.2	458.1	162.9	.....	.....	.....	.....	.....	.....	1,659.2
July	46.2	451.7	164.6	.....	.....	.....	.....	.....	.....	1,651.5
August	46.3	460.0	160.2	75.4*	439.1*	87.6*	691.0*	1,393.7*	248.2*	1,667.7
September	46.3	465.2	160.0	.....	.....	.....	.....	.....	.....	1,693.0
October*	46.3	463.7	156.8	.....	.....	.....	.....	.....	.....	1,681.0
November†	46.0	459.7	156.1	.....	.....	.....	.....	.....	.....	1,657.2

[1] Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.

[2] Includes post office wages and salaries.

[3] Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

* Revised.

† Preliminary.

C—Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees—at November 1961 employers in the principal non-agricultural industries reported a total employment of 2,925,391. Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage earners in the reporting firms.

TABLE C-1—EMPLOYMENT, PAYROLLS AND WEEKLY WAGES AND SALARIES

(1949-100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Year and Month	Industrial Composite			Manufacturing		
	Index Numbers (1949-100)[1]		Average Weekly Wages and Salaries	Index Numbers (1949-100)		Average Weekly Wages and Salaries
	Employment	Average Weekly Wages and Salaries		Employment	Average Weekly Wages and Salaries	
			$			$
Averages						
1955	112.9	142.1	61.05	109.8	144.4	63.48
1956	120.7	150.0	64.44	115.8	151.7	66.71
1957	122.6	158.1	67.93	115.8	159.1	69.94
1958	117.9	163.9	70.43	109.8	165.3	72.67
1959	119.7	171.0	73.47	111.1	172.5	75.84
1960						
November	119.7	177.9	76.43	108.1	180.0	79.16
December	114.8	175.0	75.18	104.1	177.2	77.92
1961						
January	111.6	179.2	77.00	104.3	181.1	79.65
February	111.0	181.1	77.80	104.6	182.5	80.24
March	111.1	180.7	77.64	104.9	182.8	80.36
April	112.6	181.8	78.12	105.4	184.1	80.95
May	117.2	181.6	78.00	108.4	183.6	80.72
June	121.3	182.8	78.55	111.2	184.6	81.17
July	122.5	182.1	78.24	110.9	182.7	80.34
August	123.9	182.2	78.27	113.1	182.9	80.42
September	123.3	183.3	78.75	112.8	184.6	81.15
October*	122.9	183.9	79.02	112.1	186.0	81.79
November†	121.6	183.5	78.84	111.0	186.2	81.89

[1]Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing, (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service, (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service).

*Revised.

†Preliminary.

53741-5—10

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES, NOVEMBER, 1961

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Area	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	Nov. 1961	Oct. 1961	Nov. 1960	Nov. 1961	Oct. 1961	Nov. 1960
				$	$	$
Provinces						
Newfoundland	149.4	158.2	139.5	73.03	71.75	69.45
Prince Edward Island	140.2	144.5	133.0	56.20	56.30	55.62
Nova Scotia	97.5	98.2	96.7	65.12	64.78	62.44
New Brunswick	107.0	109.0	108.1	64.63	64.14	62.65
Quebec	123.3	124.0	121.2	76.32	76.21	73.95
Ontario	122.0	122.5	119.8	81.59	82.13	79.34
Manitoba	111.4	114.4	111.7	74.04	74.44	71.84
Saskatchewan	124.4	129.5	126.7	74.78	75.03	73.02
Alberta (including Northwest Territories)	155.4	160.9	150.9	81.40	82.47	78.17
British Columbia (including Yukon)	113.2	115.0	111.9	86.55	85.98	83.73
Canada	**121.6**	**122.9**	**119.7**	**78.84**	**79.02**	**76.43**
Urban Areas						
St. John's	148.6	151.1	136.5	57.53	56.72	55.87
Sydney	80.0	81.5	90.8	79.01	79.91	73.82
Halifax	126.3	127.6	120.5	65.45	64.82	62.13
Moncton	113.4	110.0	108.0	60.70	61.33	58.14
Saint John	108.3	108.3	102.9	63.51	64.15	61.01
Chicoutimi—Jonquiere	109.5	110.3	110.2	98.48	99.03	95.43
Quebec	119.1	120.0	109.9	67.59	67.61	64.88
Sherbrooke	111.4	113.4	102.0	65.32	66.06	62.99
Shawinigan	100.4	104.7	103.7	85.91	85.29	84.85
Three Rivers	114.5	117.1	111.5	74.28	74.59	73.21
Drummondville	83.4	82.5	77.7	62.44	63.42	61.01
Montreal	127.5	127.2	125.0	78.15	77.91	75.65
Ottawa—Hull	133.8	134.7	126.2	73.61	73.46	71.61
Kingston	115.8	116.7	114.9	76.79	77.85	74.63
Peterborough	91.4	91.3	92.2	88.20	87.82	83.69
Oshawa	181.0	177.8	172.7	96.23	96.94	89.88
Toronto	136.4	135.9	132.3	84.63	82.18	79.41
Hamilton	111.2	110.6	109.3	86.74	89.15	84.34
St. Catharines	112.1	111.1	109.5	86.89	89.57	86.37
Niagara	96.2	102.2	95.6	82.57	80.84	80.84
Brantford	83.4	81.9	79.8	74.01	73.96	72.93
Guelph	122.6	124.2	119.0	73.13	73.77	70.90
Galt	105.8	106.2	112.4	71.11	70.78	69.77
Kitchener	127.9	127.7	122.5	75.40	75.53	72.73
Sudbury	146.3	146.7	149.7	91.76	91.74	89.14
Timmins	90.1	90.1	93.5	72.82	72.62	70.54
London	136.2	136.2	123.9	75.01	75.56	73.10
Sarnia	127.0	129.0	122.9	101.54	101.74	99.37
Windsor	74.0	73.5	74.5	88.17	88.25	84.17
Sault Ste. Marie	143.9	146.1	142.4	98.75	98.83	98.28
Ft. William—Pt. Arthur	109.0	110.7	112.1	82.11	80.94	80.85
Winnipeg	110.8	113.4	112.8	70.89	71.21	68.87
Regina	139.3	140.9	133.8	74.21	74.31	70.90
Saskatoon	138.7	141.5	139.6	70.02	70.11	68.18
Edmonton	198.3	201.0	187.0	75.90	76.93	72.58
Calgary	174.8	176.2	171.2	77.87	78.02	74.23
Vancouver	112.0	112.1	110.8	84.67	84.50	81.91
Victoria	110.2	109.7	109.1	77.70	76.55	74.21

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES, OCTOBER, 1961

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Area	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	Oct. 1961	Sept. 1961	Oct. 1960	Oct. 1961	Sept. 1961	Oct. 1960
Provinces				$	$	$
Newfoundland	157.3	147.1	148.4	71.92	69.77	70.44
Prince Edward Island	142.8	147.3	138.5	57.14	56.53	54.77
Nova Scotia	98.0	98.5	95.6	64.89	64.23	63.24
New Brunswick	109.1	110.4	106.5	64.15	63.08	62.33
Quebec	123.9	124.1	123.5	76.22	75.84	73.29
Ontario	122.4	122.3	120.6	82.22	81.82	79.69
Manitoba	114.3	115.4	114.3	74.55	74.56	72.48
Saskatchewan	129.4	132.3	131.3	74.93	75.17	73.72
Alberta (including Northwest Territories)	160.5	163.7	155.0	82.49	82.70	79.50
British Columbia (including Yukon)	115.1	117.9	115.3	85.81	86.00	84.23
Canada	**122.8**	**123.3**	**121.5**	**79.06**	**78.75**	**76.60**
Urban Areas						
St. John's	150.2	151.1	140.2	56.91	57.27	56.19
Sydney	81.5	81.1	90.4	79.91	74.54	76.91
Halifax	127.2	125.1	118.6	64.75	65.77	62.21
Moncton	110.4	108.9	104.6	61.45	61.39	59.62
Saint John	108.3	110.3	104.8	64.15	63.22	61.43
Chicoutimi—Jonquiere	110.3	113.1	115.9	99.03	96.06	93.65
Quebec	119.4	120.1	111.5	67.56	68.05	64.04
Sherbrooke	113.5	112.0	99.0	66.21	66.33	62.85
Shawinigan	105.0	107.1	105.7	85.18	83.66	83.02
Three Rivers	116.9	115.4	113.0	74.61	74.77	71.76
Drummondville	82.2	83.3	78.6	63.41	62.31	60.86
Montreal	127.1	126.4	125.8	77.87	77.91	75.01
Ottawa—Hull	134.7	133.8	126.5	73.52	73.70	71.82
Kingston	117.0	119.0	114.9	77.63	77.39	76.54
Peterborough	91.3	91.0	92.1	87.82	87.05	84.31
Oshawa	178.3	119.3	170.9	97.07	87.05	88.36
Toronto	135.8	134.7	131.9	82.16	82.57	79.83
Hamilton	110.4	110.4	111.1	89.20	88.02	85.13
St. Catharines	110.0	112.5	109.2	89.87	87.70	85.84
Niagara Falls	102.2	114.1	101.4	80.71	78.22	78.92
Brantford	81.2	80.8	80.4	73.58	72.77	72.70
Guelph	124.2	124.3	121.7	73.77	74.05	70.16
Galt	105.9	106.6	116.1	70.76	71.22	69.31
Kitchener	126.7	125.3	124.5	75.91	75.05	73.30
Sudbury	147.0	147.7	148.7	91.68	92.60	89.58
Timmins	90.0	90.8	94.5	72.64	71.87	68.65
London	135.2	134.1	126.5	75.77	76.61	73.23
Sarnia	128.6	131.8	125.1	101.91	101.89	100.31
Windsor	73.5	74.1	75.4	88.25	88.58	85.04
Sault Ste. Marie	146.1	146.7	146.2	98.83	99.07	96.85
Ft. William—Pt. Arthur	110.9	112.3	115.0	81.24	81.13	81.47
Winnipeg	113.3	113.7	114.4	71.25	71.23	69.40
Regina	140.7	142.5	134.8	74.30	73.82	71.44
Saskatoon	141.4	145.6	144.4	70.09	70.10	69.33
Edmonton	200.4	201.1	189.1	76.94	77.22	74.32
Calgary	175.7	177.3	174.1	78.09	78.53	74.73
Vancouver	112.4	114.3	112.4	84.37	84.28	82.02
Victoria	109.7	113.4	109.7	76.55	75.84	75.33

53741-5—10½

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES, NOVEMBER, 1961

(1949 = 100) (The latest figures are subject to revision)

SOURCE: "Employment and Payrolls", D.B.S.

NOTE: Information for other industries is given in "Employment and Payrolls".

Industry	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	Nov. 1961	Oct. 1961	Nov. 1960	Nov. 1961	Oct. 1961	Nov. 1960
				$	$	$
Mining	**116.1**	**117.1**	**118.2**	**97.66**	**97.35**	**94.57**
Metal mining	129.6	130.5	132.8	99.38	99.26	97.14
Gold	69.5	69.6	72.1	82.10	81.31	78.89
Other metal	185.7	187.2	189.5	105.40	105.48	103.61
Fuels	87.2	85.9	89.9	98.82	99.21	92.62
Coal	44.1	43.7	48.5	77.35	78.75	68.83
Oil and natural gas	271.9	266.9	268.4	113.74	113.55	111.12
Non-metal	139.9	148.2	134.5	88.27	86.53	86.89
Manufacturing	**111.0**	**112.1**	**108.1**	**81.88**	**81.78**	**79.16**
Durable goods	112.9	113.9	108.9	88.70	88.68	85.50
Non-durable goods	109.4	110.6	107.4	75.98	75.82	73.76
Food and beverages	116.5	119.9	115.0	70.88	70.61	69.31
Meat products	138.6	141.2	137.4	80.46	80.79	77.97
Canned and preserved fruits and vegetables	118.1	122.4	113.7	56.00	57.40	56.66
Grain mill products	101.3	103.4	102.1	80.66	79.72	78.55
Bread and other bakery products	111.4	111.7	111.1	68.02	67.91	65.72
Distilled and malt liquors	100.9	102.4	104.6	97.99	98.97	94.88
Tobacco and tobacco products	91.6	80.5	110.7	76.86	82.11	69.48
Rubber products	102.5	103.9	98.7	85.89	85.81	80.36
Leather products	89.3	87.6	84.3	55.95	55.01	53.85
Boots and shoes (except rubber)	96.0	93.3	91.0	52.89	51.65	50.78
Textile products (except clothing)	81.1	80.7	77.2	65.86	65.83	63.51
Cotton yarn and broad woven goods	75.7	75.4	68.9	63.24	63.21	59.87
Woollen goods	62.3	62.4	63.3	62.54	62.47	59.77
Synthetic textiles and silk	86.3	86.0	82.5	71.53	71.16	70.04
Clothing (textile and fur)	91.7	93.6	89.6	51.06	51.57	48.86
Men's clothing	94.4	95.2	89.9	50.17	50.32	47.04
Women's clothing	96.3	101.7	94.6	51.07	52.58	49.13
Knit goods	75.2	74.7	76.4	51.70	52.02	50.27
Wood products	103.4	105.4	97.7	71.32	70.86	68.87
Saw and planing mills	104.4	106.6	96.7	73.17	72.08	71.01
Furniture	113.1	114.4	111.5	69.83	70.80	66.73
Other wood products	79.6	82.1	75.8	63.53	63.19	61.85
Paper products	124.0	126.2	124.5	96.55	96.32	94.33
Pulp and paper mills	123.9	126.4	125.7	104.83	104.11	102.53
Other paper products	124.3	125.6	121.5	77.21	77.93	74.39
Printing, publishing and allied industries	125.8	125.5	124.8	88.61	87.95	85.64
Iron and steel products	103.8	104.8	102.9	92.69	93.54	89.60
Agricultural implements	58.4	54.2	60.0	95.97	95.34	90.73
Fabricated and structural steel	147.5	151.7	160.7	94.26	93.37	91.09
Hardware and tools	104.8	105.1	98.2	81.93	82.25	80.15
Heating and cooking appliances	101.1	104.7	91.7	79.63	80.45	76.65
Iron castings	90.9	92.1	91.2	89.40	90.29	85.79
Machinery, industrial	117.7	118.2	111.7	88.91	88.83	86.94
Primary iron and steel	117.4	120.5	114.4	106.95	109.21	103.12
Sheet metal products	104.6	106.4	108.2	88.92	90.10	86.84
Wire and wire products	110.9	111.6	110.8	93.25	94.65	88.01
Transportation equipment	108.8	108.5	103.4	95.02	94.11	90.22
Aircraft and parts	261.1	259.6	252.2	97.84	97.06	95.92
Motor vehicles	109.5	106.6	101.4	110.67	110.60	101.35
Motor vehicles parts and accessories	104.3	104.5	99.6	91.02	91.11	87.15
Railroad and rolling stock equipment	56.4	56.7	57.4	83.63	83.96	79.03
Shipbuilding and repairing	131.1	133.5	115.8	84.19	80.60	81.35
Non-ferrous metal products	125.2	125.9	127.0	93.47	93.82	90.84
Aluminum products	140.1	142.2	146.8	89.51	89.95	88.01
Brass and copper products	104.6	105.3	101.4	88.14	90.07	85.68
Smelting and refining	140.2	141.0	145.9	102.58	102.21	98.66
Electrical apparatus and supplies	140.2	140.0	128.8	89.52	89.17	86.16
Heavy electrical machinery	102.0	102.1	99.4	96.41	96.07	93.28
Telecommunication equipment	249.1	245.8	213.3	87.27	86.91	86.11
Non-metallic mineral products	142.1	147.8	137.3	86.26	87.30	83.22
Clay products	88.7	92.2	85.2	78.29	78.76	75.36
Glass and glass products	162.5	161.5	151.8	84.06	84.80	79.43
Products of petroleum and coal	134.4	134.9	137.1	120.12	117.87	116.35
Petroleum refining and products	137.4	137.6	140.4	120.78	118.60	116.94
Chemical products	131.4	132.1	129.8	96.27	96.00	92.37
Medicinal and pharmaceutical preparations	120.6	120.8	116.5	83.82	84.19	81.16
Acids, alkalis and salts	154.6	154.4	154.6	108.47	106.88	105.02
Miscellaneous manufacturing industries	146.5	147.2	134.1	71.75	71.86	70.64
Construction	**128.5**	**136.9**	**129.9**	**83.00**	**84.48**	**81.46**
Building and general engineering	124.9	132.7	125.1	90.65	92.07	90.04
Highways, bridges and streets	134.6	143.9	137.9	71.10	72.76	68.66
Electric and motor transportation	139.6	140.4	133.7	83.01	83.70	81.16
Service	**150.6**	**152.7**	**141.2**	**55.95**	**55.89**	**54.34**
Hotels and restaurants	128.4	130.8	125.6	42.72	42.79	42.23
Laundries and dry cleaning plants	126.2	128.0	113.7	48.81	48.68	47.28
Industrial composite	**121.6**	**122.9**	**119.7**	**78.84**	**79.02**	**76.43**

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES, OCTOBER, 1961

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

NOTE: Information for other industries is given in "Employment and Payrolls"

Industry	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	Oct. 1961	Sept. 1961	Oct. 1960	Oct. 1961	Sept. 1961	Oct. 1960
				$	$	$
Mining	**117.1**	**118.5**	**120.0**	**97.38**	**96.32**	**93.90**
Metal mining	130.5	132.7	135.1	99.32	98.19	95.17
Gold	69.6	70.0	72.8	81.31	80.18	76.33
Other metal	187.2	191.3	193.1	105.56	104.33	101.80
Fuels	85.9	85.4	88.9	99.12	97.81	95.67
Coal	43.7	42.9	48.2	78.76	72.62	74.59
Oil and natural gas	266.9	267.7	263.8	113.55	115.09	112.28
Non-metal	148.2	150.7	142.6	86.53	86.35	85.25
Manufacturing	**112.1**	**112.8**	**109.6**	**81.77**	**81.15**	**78.95**
Durable goods	113.9	112.5	110.5	88.64	88.24	85.25
Non-durable goods	110.6	113.0	108.9	75.83	75.21	73.60
Food and beverages	120.1	129.6	119.7	70.76	68.81	68.63
Meat products	141.2	140.2	140.0	80.79	81.01	77.94
Canned and preserved fruits and vegetables	122.4	201.5	127.8	57.40	54.14	54.91
Grain mill products	103.4	104.5	103.5	79.72	80.92	77.97
Bread and other bakery products	111.7	112.1	111.6	67.91	68.49	66.45
Distilled and malt liquors	102.4	100.5	106.6	98.97	98.08	94.68
Tobacco and tobacco products	80.5	80.6	80.6	82.11	81.89	77.88
Rubber products	103.9	102.9	102.4	85.85	85.92	80.58
Leather products	88.2	88.9	83.8	55.00	55.77	52.86
Boots and shoes (except rubber)	93.2	94.7	90.3	51.67	52.88	49.31
Textile products (except clothing)	80.7	80.2	77.7	65.82	65.52	63.12
Cotton yarn and broad woven goods	75.4	74.8	68.7	63.21	63.22	59.06
Woollen goods	62.4	62.4	63.5	62.47	61.75	59.68
Synthetic textiles and silk	85.6	85.1	84.0	71.30	71.22	69.35
Clothing (textile and fur)	93.5	94.1	91.9	51.47	51.90	49.94
Men's clothing	95.1	95.0	91.3	50.26	51.00	48.98
Women's clothing	101.7	104.7	99.7	52.26	53.20	50.81
Knit goods	75.0	74.1	76.6	51.95	51.18	50.39
Wood products	105.7	108.6	102.1	70.79	71.57	69.47
Saw and planing mills	107.0	111.8	102.0	71.91	73.36	71.73
Furniture	114.5	114.1	113.2	70.92	70.45	67.47
Other wood products	82.1	82.4	80.8	63.19	62.71	61.25
Paper products	126.1	127.4	125.5	96.28	95.47	93.56
Pulp and paper mills	126.3	128.2	126.4	104.06	102.90	101.07
Other paper products	125.6	125.6	123.2	77.94	77.70	75.43
Printing, publishing and allied industries	125.6	125.5	125.1	87.98	88.79	85.43
Iron and steel products	104.6	104.5	103.0	93.50	93.40	89.66
Agricultural implements	53.3	47.1	56.9	95.02	95.89	90.14
Fabricated and structural steel	150.7	153.4	147.6	93.15	94.18	86.87
Hardware and tools	104.7	102.6	98.3	82.20	82.88	79.82
Heating and cooking appliances	104.4	104.2	97.5	80.92	81.36	78.50
Iron castings	92.3	95.0	89.4	90.15	90.73	85.12
Machinery, industrial	118.0	117.7	112.9	88.85	88.63	86.85
Primary iron and steel	120.5	121.1	116.5	109.14	106.13	103.96
Sheet metal products	106.2	107.1	110.6	90.14	93.05	87.78
Wire and wire products	111.6	110.8	113.4	94.65	94.71	88.79
Transportation equipment	108.4	100.5	103.3	94.13	92.66	89.39
Aircraft and parts	259.6	254.5	248.5	97.13	96.13	94.86
Motor vehicles	106.6	79.7	100.0	110.60	107.04	99.56
Motor vehicles parts and accessories	104.7	102.0	100.2	91.06	89.00	85.76
Railroad and rolling stock equipment	56.7	56.6	58.7	84.08	84.70	80.77
Shipbuilding and repairing	133.6	131.7	117.1	80.51	84.83	80.48
Non-ferrous metal products	125.9	127.1	129.6	93.54	93.66	90.86
Aluminum products	142.2	145.2	147.0	89.95	90.37	88.19
Brass and copper products	105.3	105.9	102.6	90.07	90.89	84.77
Smelting and refining	141.0	143.5	150.6	101.68	101.33	98.60
Electrical apparatus and supplies	140.5	138.7	131.3	89.24	89.32	85.54
Heavy electrical machinery	102.5	102.4	102.1	96.03	96.22	92.91
Telecommunication equipment	248.0	241.8	215.0	87.21	86.32	84.49
Non-metallic mineral products	147.3	147.7	141.5	87.32	86.44	83.11
Clay products	92.2	93.6	86.4	78.76	78.20	76.73
Glass and glass products	161.5	159.8	152.5	84.70	82.97	79.24
Products of petroleum and coal	134.9	136.9	138.0	117.69	115.73	117.80
Petroleum refining and products	137.6	139.8	141.1	118.41	116.30	118.70
Chemical products	132.1	132.5	131.7	95.97	96.18	91.85
Medicinal and pharmaceutical preparations	120.8	120.6	116.6	84.19	83.98	81.52
Acids, alkalis and salts	154.4	155.1	156.8	106.88	107.03	103.09
Miscellaneous manufacturing industries	146.2	144.3	134.9	72.04	71.85	70.92
Construction	**136.7**	**140.6**	**139.1**	**84.34**	**84.75**	**82.86**
Building and general engineering	132.4	134.1	135.5	91.99	92.39	90.70
Highways, bridges and streets	143.8	151.6	145.0	72.52	73.40	70.82
Electric and motor transportation	139.5	140.2	134.8	83.60	83.14	81.54
Service	**151.8**	**155.8**	**143.7**	**55.97**	**55.23**	**53.99**
Hotels and restaurants	129.4	135.4	129.0	42.83	42.29	41.73
Laundries and dry cleaning plants	127.9	127.8	115.4	48.68	48.81	47.63
Industrial composite	**122.8**	**123.3**	**121.5**	**79.06**	**78.75**	**76.60**

Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners of the co-operative firms.

TABLE C-4—HOURS AND EARNINGS IN MANUFACTURING BY PROVINCES NOVEMBER, 1961

(Hourly-Rated Wage-Earners) SOURCE: Man-hours and Hourly Earnings (D.B.S.)

(The latest figures are subject to revision)

	Average Hours Worked			Average Hourly Earnings (in cents)		
	November 1961	October 1961	November 1960	November 1961	October 1961	November 1960
				$	$	$
Newfoundland	38.0	38.1	38.5	1.75	1.71	1.74
Nova Scotia	40.8	39.6	40.5	1.56	1.58	1.59
New Brunswick	41.1	40.5	41.1	1.63	1.62	1.56
Quebec	42.2	42.2	41.6	1.66	1.65	1.62
Ontario	41.1	41.4	40.5	1.93	1.93	1.88
Manitoba	39.8	40.2	40.0	1.74	1.73	1.67
Saskatchewan	38.5	39.0	38.4	1.98	1.95	1.93
Alberta[1]	40.0	40.7	39.6	1.98	1.97	1.91
British Columbia[2]	38.4	37.7	37.8	2.26	2.24	2.22

[1] Includes Northwest Territories.

[2] Includes Yukon Territory.

NOTE:—Information on hours and earnings by cities is obtainable from Man-Hours and Hourly Earnings (Dominion Bureau of Statistics).

Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners of the co-operative firms.

TABLE C-4—HOURS AND EARNINGS IN MANUFACTURING BY PROVINCES OCTOBER, 1961

(Hourly-Rated Wage-Earners) SOURCE: Man-hours and Hourly Earnings.

(The latest figures are subject to revision)

—	Average Hours Worked			Average Hourly Earnings (in cents)		
	October 1961	September 1961	October 1960	October 1961	September 1961	October 1960
				$	$	$
Newfoundland	38.2	37.9	38.5	1.71	1.66	1.68
Nova Scotia	39.6	40.1	40.5	1.58	1.58	1.57
New Brunswick	40.4	40.6	40.8	1.62	1.57	1.55
Quebec	42.2	42.4	41.5	1.65	1.65	1.61
Ontario	41.4	41.5	40.7	1.93	1.90	1.87
Manitoba	40.3	40.1	40.8	1.73	1.73	1.65
Saskatchewan	39.0	39.2	39.6	1.95	1.94	1.89
Alberta[1]	40.7	39.8	40.2	1.97	1.98	1.91
British Columbia[2]	37.8	38.0	38.0	2.24	2.22	2.20

[1] Includes Northwest Territories.

[2] Includes Yukon Territory.

NOTE:—Information on hours and earnings by cities is obtainable from Man-Hours and Hourly Earnings (Dominion Bureau of Statistics).

TABLE C-5—HOURS AND EARNINGS BY INDUSTRY, NOVEMBER, 1961

(Hourly-Rated Wage-Earners)

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	Nov. 1961	Oct. 1961	Nov. 1960	Nov. 1961	Oct. 1961	Nov. 1960	Nov. 1961	Oct. 1961	Nov. 1960
	no.	no.	no.	$	$	$	$	$	$
Mining	**42.7**	**42.7**	**41.9**	**2.14**	**2.13**	**2.10**	**91.23**	**90.90**	**88.14**
Metal mining	43.0	43.0	42.5	2.21	2.20	2.18	94.76	94.56	92.67
Gold	43.7	43.5	43.6	1.75	1.74	1.69	76.51	75.69	73.71
Other metal	42.7	42.8	42.0	2.38	2.37	2.38	101.57	101.54	100.05
Fuels	41.0	41.0	39.1	2.03	2.03	1.97	83.33	83.33	77.00
Coal	41.7	42.1	38.0	1.82	1.84	1.75	75.78	77.29	66.55
Oil and natural gas	39.7	39.2	40.9	2.40	2.38	2.34	95.56	93.60	95.53
Non-metal	43.6	43.7	43.3	1.98	1.94	1.93	86.27	84.83	83.68
Manufacturing	**41.1**	**41.2**	**40.6**	**1.84**	**1.84**	**1.79**	**75.66**	**75.69**	**72.82**
Durable goods	41.6	41.6	40.9	2.00	2.00	1.95	83.32	83.39	79.79
Non-durable goods	40.7	40.8	40.4	1.69	1.68	1.65	68.73	68.72	66.64
Food and beverages	40.1	40.2	40.4	1.60	1.59	1.57	64.11	64.16	63.59
Meat products	40.4	40.7	39.8	1.87	1.87	1.83	75.42	76.39	73.06
Canned and preserved fruits and vegetables	38.9	39.5	40.7	1.21	1.25	1.22	47.07	49.37	49.60
Grain mill products	42.7	42.5	43.0	1.81	1.79	1.74	77.21	75.92	74.84
Bread and other bakery products	41.3	41.4	41.6	1.49	1.49	1.45	61.63	61.87	60.17
Distilled liquors	40.8	42.1	39.8	2.04	2.07	2.01	83.30	86.95	79.99
Malt liquors	39.2	39.0	39.0	2.34	2.35	2.31	91.70	91.65	90.04
Tobacco and tobacco products	39.4	40.3	39.9	1.81	1.90	1.90	71.20	76.65	64.11
Rubber products	42.3	42.2	40.8	1.91	1.91	1.81	80.59	80.78	73.87
Leather products	41.5	40.6	40.4	1.25	1.24	1.22	51.95	50.45	49.36
Boots and shoes (except rubber)	41.0	39.7	39.8	1.20	1.19	1.17	49.02	47.15	46.50
Other leather products	42.7	42.5	41.7	1.37	1.35	1.34	58.51	57.61	55.81
Textile products (except clothing)	43.0	43.1	42.3	1.39	1.39	1.35	59.85	59.84	57.07
Cotton yarn and broad woven goods	41.9	42.0	40.6	1.42	1.42	1.37	59.61	59.47	55.47
Woollen goods	43.9	44.0	43.4	1.32	1.31	1.26	57.74	57.71	54.79
Synthetic textiles and silk	44.2	44.0	43.7	1.45	1.45	1.43	64.18	63.93	62.47
Clothing (textile and fur)	38.7	39.3	38.0	1.19	1.19	1.15	45.92	46.67	43.58
Men's clothing	38.1	38.8	36.7	1.19	1.19	1.15	45.48	46.11	42.30
Women's clothing	36.8	37.8	36.2	1.23	1.25	1.21	45.35	47.28	43.57
Knit goods	42.2	42.5	41.9	1.11	1.11	1.09	47.02	47.26	45.53
*Wood products	42.0	41.8	41.1	1.62	1.62	1.59	68.18	67.50	65.33
Saw and planing mills	40.9	40.4	40.2	1.74	1.72	1.70	71.01	69.55	68.43
Furniture	44.1	44.5	42.8	1.48	1.49	1.45	65.43	66.35	62.04
Other wood products	43.1	43.0	42.2	1.35	1.35	1.33	58.42	58.14	56.22
Paper products	41.6	41.8	41.6	2.19	2.18	2.13	91.18	91.11	88.73
Pulp and paper mills	41.6	41.7	41.8	2.38	2.36	2.31	98.95	98.46	96.55
Other paper products	41.6	41.9	41.2	1.70	1.71	1.64	70.84	71.73	67.54
Printing, publishing and allied industries	39.2	39.1	39.1	2.25	2.24	2.17	88.25	87.61	84.71
*Iron and steel products	41.2	41.6	40.6	2.13	2.14	2.09	87.85	89.09	84.78
Agricultural implements	40.0	39.7	39.1	2.18	2.13	2.07	87.24	84.58	81.04
Fabricated and structural steel	41.2	40.8	41.7	2.09	2.08	2.06	86.10	84.61	85.97
Hardware and tools	42.6	42.5	41.8	1.77	1.78	1.77	75.55	75.68	73.97
Heating and cooking appliances	41.0	41.9	39.5	1.82	1.82	1.76	74.63	76.17	69.75
Iron castings	42.4	42.9	41.1	2.02	2.02	1.99	85.64	86.57	81.68
Machinery, industrial	41.5	41.7	41.5	2.00	1.99	1.96	82.90	83.11	81.12
Primary iron and steel	40.3	41.2	39.7	2.55	2.57	2.49	102.73	105.77	98.76
Sheet metal products	40.8	41.5	40.5	2.05	2.06	2.01	83.55	85.48	81.54
Wire and wire products	41.8	42.5	40.5	2.10	2.10	2.02	87.69	89.46	81.73
*Transportation equipment	41.5	41.2	40.6	2.17	2.17	2.07	90.00	89.15	84.14
Aircraft and parts	42.5	42.1	42.5	2.14	2.14	2.08	91.15	90.01	88.32
Motor vehicles	44.3	44.4	41.2	2.39	2.41	2.29	105.91	106.80	94.43
Motor vehicle parts and accessories	40.6	40.8	39.8	2.10	2.09	2.04	85.17	85.39	81.24
Railroad and rolling stock equipment	39.1	39.3	39.2	2.08	2.08	1.95	81.41	81.90	76.38
Shipbuilding and repairing	39.9	38.1	39.7	2.06	2.06	2.00	82.29	78.34	79.29
*Non-ferrous metal products	41.0	41.0	40.9	2.14	2.15	2.09	87.66	87.92	85.21
Aluminum products	41.7	42.1	43.6	1.87	1.88	1.82	78.15	79.04	79.10
Brass and copper products	41.3	42.1	40.0	2.01	2.03	1.99	83.00	85.53	79.86
Smelting and refining	40.4	40.0	40.2	2.40	2.41	2.31	96.95	96.36	92.96
*Electrical apparatus and supplies	41.8	41.6	40.7	1.89	1.88	1.85	79.18	78.44	75.24
Heavy electrical machinery and equipment	41.4	41.5	40.5	2.11	2.08	2.05	87.49	86.40	83.00
Telecommunication equipment	41.5	41.4	40.8	1.75	1.73	1.72	72.49	71.61	70.30
Refrigerators, vacuum cleaners and appliances	40.7	39.4	39.9	1.91	1.90	1.90	77.89	74.87	75.74
Wire and cable	42.7	43.0	41.3	2.07	2.11	2.01	88.40	90.76	82.98
Miscellaneous electrical products	42.5	42.2	40.8	1.80	1.79	1.74	76.55	75.65	71.22
*Non-metallic mineral products	43.1	43.8	42.8	1.87	1.89	1.82	80.86	82.60	78.17
Clay products	42.5	43.4	42.0	1.71	1.70	1.64	72.48	73.57	68.85
Glass and glass products	41.5	41.8	41.0	1.88	1.91	1.83	78.26	79.83	75.03
Products of petroleum and coal	41.6	41.3	40.9	2.64	2.59	2.55	109.82	106.93	104.12
Chemical products	40.9	40.9	40.4	2.06	2.04	2.01	84.10	83.63	81.25
Medicinal and pharmaceutical preparations	39.8	40.3	39.6	1.59	1.57	1.54	63.17	63.39	60.81
Acids, alkalis and salts	41.0	40.3	40.9	2.38	2.37	2.32	97.39	95.28	94.84
Miscellaneous manufacturing industries	42.3	42.5	42.2	1.49	1.48	1.46	62.94	62.97	61.59
Construction	**40.6**	**41.9**	**40.8**	**1.98**	**1.97**	**1.96**	**80.32**	**82.69**	**79.70**
Building and general engineering	40.8	41.8	41.2	2.16	2.15	2.14	87.94	89.95	88.10
Highways, bridges and streets	40.3	42.0	40.0	1.65	1.66	1.62	66.39	69.56	64.83
Electric and motor transportation	43.3	43.8	43.2	1.91	1.91	1.86	82.66	83.67	80.13
Service	**38.4**	**38.7**	**39.0**	**1.08**	**1.08**	**1.06**	**41.42**	**41.68**	**41.34**
Hotels and restaurants	38.1	38.6	39.0	1.05	1.05	1.04	39.94	40.44	40.41
Laundries and dry cleaning plants	40.1	40.0	39.8	1.04	1.03	1.02	41.57	41.35	40.41

*Durable manufactured goods industries.

TABLE C-5—HOURS AND EARNINGS BY INDUSTRY, OCTOBER 1961

(Hourly-Rated Wage-Earners)

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	Oct. 1961	Sept. 1961	Oct. 1960	Oct. 1961	Sept. 1961	Oct. 1960	Oct. 1961	Sept. 1961	Oct. 1960
	no.	no.	no.	$	$	$	$	$	$
Mining	**42.7**	**41.9**	**41.9**	**2.13**	**2.13**	**2.09**	**90.98**	**89.44**	**87.53**
Metal mining	43.0	42.1	41.6	2.20	2.22	2.17	94.69	93.28	90.23
Gold	43.5	42.6	42.2	1.74	1.75	1.68	75.69	74.62	70.91
Other metal	42.8	41.9	41.3	2.38	2.39	2.36	101.75	100.07	97.66
Fuels	41.0	39.5	41.5	2.03	2.01	1.98	83.33	79.59	82.12
Coal	42.1	38.9	41.3	1.84	1.78	1.78	77.29	69.22	73.47
Oil and natural gas	39.2	40.6	42.0	2.38	2.37	2.34	93.60	96.09	98.11
Non-metal	43.7	44.0	43.5	1.94	1.93	1.90	84.83	85.10	82.86
Manufacturing	**41.2**	**41.3**	**40.7**	**1.84**	**1.81**	**1.78**	**75.67**	**75.00**	**72.66**
Durable goods	41.6	41.7	41.0	2.00	1.99	1.94	83.32	82.82	79.57
Non-durable goods	40.9	41.0	40.5	1.68	1.66	1.64	68.76	68.22	66.54
Food and beverages	40.3	40.8	40.4	1.60	1.53	1.56	64.32	62.52	63.11
Meat products	40.7	40.9	40.1	1.87	1.88	1.82	76.39	76.78	73.21
Canned and preserved fruits and vegetables	39.5	43.9	39.1	1.25	1.14	1.25	49.37	50.26	48.68
Grain mill products	42.5	42.8	42.7	1.79	1.81	1.73	75.92	77.43	73.81
Bread and other bakery products	41.4	41.3	41.8	1.49	1.50	1.46	61.87	61.78	61.29
Distilled liquors	42.1	40.9	41.7	2.07	2.07	2.00	86.95	84.70	83.65
Malt liquors	39.0	39.0	38.6	2.35	2.34	2.30	91.65	91.29	88.66
Tobacco and tobacco products	40.3	40.0	40.0	1.90	1.90	1.81	76.65	76.19	72.28
Rubber products	42.6	42.8	41.1	1.90	1.89	1.82	80.83	80.94	74.65
Leather products	40.6	41.5	39.5	1.24	1.24	1.21	50.47	51.49	47.99
Boots and shoes (except rubber)	39.7	41.2	38.4	1.19	1.19	1.16	47.17	48.84	44.49
Other leather products	42.5	42.2	42.0	1.35	1.35	1.33	57.31	57.17	55.84
Textile products (except clothing)	43.1	43.0	42.2	1.39	1.38	1.34	59.86	59.39	56.65
Cotton yarn and broad woven goods	42.0	42.0	40.1	1.42	1.41	1.36	59.47	59.44	54.51
Woollen goods	44.0	43.6	43.3	1.31	1.30	1.26	57.71	56.64	54.61
Synthetic textiles and silk	44.0	44.0	43.3	1.46	1.45	1.43	64.29	63.87	61.81
Clothing (textile and fur)	39.3	39.6	38.8	1.19	1.19	1.15	46.71	47.19	44.84
Men's clothing	38.8	39.4	38.0	1.19	1.19	1.16	46.07	46.79	43.97
Women's clothing	37.9	38.2	37.2	1.25	1.27	1.22	47.45	48.45	45.36
Knit goods	42.4	41.9	42.0	1.11	1.11	1.08	47.18	46.36	45.54
*Wood products	41.7	42.3	41.5	1.62	1.62	1.59	67.48	68.53	66.05
Saw and planing mills	40.3	41.4	40.6	1.72	1.72	1.70	69.43	71.40	69.01
Furniture	44.6	44.3	43.5	1.49	1.49	1.46	66.52	65.85	63.36
Other wood products	43.0	42.8	41.6	1.35	1.34	1.34	58.14	57.52	55.99
Paper products	41.8	41.5	41.6	2.18	2.17	2.11	91.05	90.10	87.69
Pulp and paper mills	41.7	41.5	41.7	2.36	2.34	2.28	98.39	97.05	94.91
Other paper products	41.9	41.7	41.5	1.71	1.71	1.64	71.73	71.49	68.25
Printing, publishing and allied industries	39.1	39.5	39.2	2.24	2.25	2.16	87.70	89.07	84.65
*Iron and steel products	41.6	41.6	40.7	2.14	2.14	2.09	89.07	89.02	85.02
Agricultural implements	39.5	39.2	39.0	2.13	2.14	2.04	83.94	83.69	79.54
Fabricated and structural steel	40.8	41.0	38.2	2.08	2.10	2.07	84.61	86.20	79.29
Hardware and tools	42.5	42.8	41.5	1.78	1.79	1.77	75.68	76.48	73.37
Heating and cooking appliances	41.8	42.4	41.4	1.82	1.81	1.77	76.20	76.77	73.41
Iron castings	42.9	42.8	40.8	2.02	2.04	1.98	86.49	87.30	80.62
Machinery, industrial	41.7	41.8	41.4	1.99	1.99	1.96	83.11	83.47	81.28
Primary iron and steel	41.2	40.2	40.1	2.57	2.54	2.50	105.77	102.16	100.25
Sheet metal products	41.5	42.8	40.9	2.06	2.09	2.02	85.52	89.55	82.78
Wire and wire products	42.5	42.5	40.8	2.10	2.11	2.03	89.46	89.49	82.68
*Transportation equipment	41.2	40.7	40.5	2.17	2.12	2.05	89.16	86.48	82.96
Aircraft and parts	42.1	41.7	42.0	2.14	2.11	2.07	90.01	88.08	86.85
Motor vehicles	44.4	42.0	40.8	2.41	2.35	2.24	106.80	98.53	91.34
Motor vehicle parts and accessories	40.8	39.7	39.6	2.09	2.08	2.00	85.39	82.61	79.29
Railroad and rolling stock equipment	39.4	39.7	40.0	2.08	2.08	1.96	82.02	82.62	78.32
Shipbuilding and repairing	38.1	40.3	39.6	2.06	2.07	1.98	78.23	83.35	78.26
*Non-ferrous metal products	41.0	41.0	40.9	2.13	2.14	2.09	87.43	87.65	85.70
Aluminum products	42.1	42.7	43.8	1.88	1.88	1.84	79.04	80.23	80.67
Brass and copper products	42.1	42.6	39.3	2.03	2.02	1.98	85.53	86.21	79.28
Smelting and refining	40.0	39.8	40.3	2.39	2.39	2.31	95.49	95.12	93.23
*Electrical apparatus and supplies	41.6	42.0	40.7	1.88	1.89	1.84	78.43	79.53	74.64
Heavy electrical machinery and equipment	41.5	41.8	40.4	2.08	2.08	2.05	86.39	87.25	82.72
Telecommunication equipment	41.4	41.7	40.8	1.73	1.73	1.68	71.61	72.11	68.60
Refrigerators, vacuum cleaners and appliances	39.4	40.9	40.2	1.90	1.91	1.88	74.87	77.92	75.62
Wire and cable	43.0	43.3	40.9	2.11	2.12	2.03	90.76	91.70	82.93
Miscellaneous electrical products	42.2	42.3	40.7	1.79	1.82	1.73	75.63	76.78	70.27
*Non-metallic mineral products	43.8	43.7	42.8	1.89	1.87	1.82	82.71	81.72	78.07
Clay products	43.4	43.2	42.9	1.70	1.70	1.64	73.57	73.36	70.31
Glass and glass products	41.8	41.4	40.7	1.91	1.88	1.84	79.83	77.61	74.71
Products of petroleum and coal	41.2	40.4	41.5	2.59	2.56	2.55	106.74	103.32	105.93
Chemical products	40.9	41.2	40.4	2.04	2.04	2.00	83.60	84.32	80.84
Medicinal and pharmaceutical preparations	40.3	40.3	39.8	1.57	1.56	1.53	63.37	63.09	60.91
Acids, alkalis and salts	40.3	40.6	40.2	2.37	2.37	2.31	95.28	96.36	92.79
Miscellaneous manufacturing industries	42.5	42.1	42.3	1.48	1.49	1.45	62.97	62.61	61.26
Construction	**41.9**	**42.5**	**41.8**	**1.97**	**1.96**	**1.95**	**82.67**	**82.41**	**81.51**
Building and general engineering	41.8	42.2	41.6	2.15	2.14	2.14	89.97	90.48	88.97
Highways, bridges and streets	42.0	43.0	42.2	1.66	1.66	1.62	69.48	71.28	68.28
Electric and motor transportation	43.7	43.6	43.4	1.91	1.90	1.85	83.37	82.63	80.43
Service	**38.7**	**38.6**	**38.9**	**1.08**	**1.07**	**1.06**	**41.71**	**41.36**	**41.19**
Hotels and restaurants	38.6	38.4	38.7	1.05	1.04	1.03	40.44	39.82	40.09
Laundries and dry cleaning plants	40.0	40.3	40.1	1.03	1.04	1.02	41.37	41.83	40.73

*Durable manufactured goods industries.

TABLE C-6—EARNINGS AND HOURS OF HOURLY-RATED WAGE EARNERS IN MANUFACTURING

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

Period	Hours Worked Per week	Average Hourly Earnings	Average Weekly Wages	Index Number of Average Weekly Wages (1949–100)	
				Current Dollars	1949 Dollars
	No.	$	$	No.	
Monthly Average 1955	41.0	1.45	59.45	142.4	122.4
Monthly Average 1956	41.0	1.52	62.40	149.5	126.3
Monthly Average 1957	40.4	1.61	64.96	155.6	127.4
Monthly Average 1958	40.2	1.66	66.77	160.0	127.7
Monthly Average 1959	40.7	1.72	70.16	168.1	132.8
Last Pay Period in:					
1960 October	40.6	1.78	72.66	174.1	134.3
November	40.6	1.79	72.82	174.5	134.6
December	38.7	1.82	70.60	169.1	130.9
1961 January	40.1	1.81	72.76	174.3	135.2
February	40.4	1.82	72.40	175.9	136.2
March	40.3	1.83	73.64	176.4	136.7
April	40.6	1.84	74.56	178.6	138.5
May	40.5	1.84	74.44	178.3	138.3
June	41.0	1.83	75.02	179.7	139.3
July	40.6	1.82	73.95	177.2	137.3
August	40.9	1.82	74.26	177.9	137.8
September	41.3	1.81	75.00	179.7	139.1
October*	41.2	1.84	75.69	181.3	139.8
November†	41.1	1.84	75.66	181.3	139.7

NOTE: The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see *Man-Hours and Hourly Earnings.*

* Revised.

† Latest figures subject to revision.

D—National Employment Service Statistics

Statistics presented in the following tables relate to registrations for employment and vacancies notified by employers at NES offices. These data are derived from reports prepared in National Employment Service offices and processed in the Unemployment Insurance Section, D.B.S.

TABLE D-1—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

(Source: National Employment Service, Unemployment Insurance Commission)

Period	Unfilled Vacancies*			Registrations for Employment		
	Male	Female	Total	Male	Female	Total
Date Nearest:						
February 1, 1957	18,117	12,376	30,493	447,210	112,994	560,204
February 1, 1958	6,822	7,860	14,682	661,965	167,512	829,477
February 1, 1959	9,425	9,295	18,720	615,788	175,574	791,362
February 1, 1960	8,206	10,325	18,531	606,165	180,129	786,294
February 1, 1961	8,866	8,377	17,243	668,766	185,972	854,738
March 1, 1961	8,786	9,513	18,299	691,351	186,991	878,342
April 1, 1961	9,927	11,387	21,314	683,034	180,982	864,016
May 1, 1961	14,098	13,802	27,900	594,904	172,884	767,788
June 1, 1961	17,078	17,208	34,286	418,218	151,611	569,829
July 1, 1961	15,103	16,445	31,548	268,284	125,447	393,731
August 1, 1961	15,880	14,732	30,612	246,016	117,993	364,009
September 1, 1961	14,963	17,850	32,813	216,245	104,695	320,940
October 1, 1961	14,645	17,066	31,711	216,358	101,260	317,618
November 1, 1961	12,936	14,979	27,915	249,228	107,697	356,925
December 1, 1961	17,462	15,940	33,402	R 329,306	R 124,966	R 454,272
January 1, 1962(1)	11,402	10,866	22,268	478,470	136,566	615,036
February 1, 1962(1)	11,428	12,069	23,497	570,061	161,094	731,155

(1) Latest figures subject to revision.

*Current Vacancies only. Deferred Vacancies are excluded.

R-Revised.

TABLE D-2—REGISTRATIONS RECEIVED, VACANCIES NOTIFIED AND PLACEMENTS EFFECTED BY YEAR, 1957-1960, AND BY MONTH, DECEMBER 1960-DECEMBER 1961

(Source: National Employment Service, Unemployment Insurance Commission)

Year and Month	Registrations Received		Vacancies Notified		Placements Effected	
	Male	Female	Male	Female	Male	Female
1957	2,714,759	938,704	720,798	398,740	586,780	290,924
1958	2,790,412	1,012,974	626,394	374,245	548,663	291,466
1959	2,753,997	1,037,536	753,904	421,927	661,872	324,201
1960	3,046,572	1,107,427	724,098	404,824	641,872	316,428
December 1960	413,682	106,677	56,578	30,079	57,549	27,989
January 1961	325,690	101,372	47,263	28,403	41,861	21,498
February	234,354	73,854	40,440	25,796	34,961	18,763
March	238,863	77,357	49,241	31,280	41,589	22,285
April	215,093	77,950	58,172	32,159	49,354	23,000
May	229,959	88,523	89,371	41,316	81,694	30,861
June	230,718	100,318	81,236	47,267	73,620	37,793
July	231,069	98,915	74,950	44,374	66,017	37,286
August	232,512	100,946	86,849	57,620	76,895	45,527
September	234,100	92,605	84,048	46,469	80,430	38,934
October	262,415	94,783	78,281	39,501	70,797	31,679
November	328,443	108,175	83,750	38,498	70,353	28,162
December	361,979	91,992	62,933	36,436	61,219	35,284

TABLE D-3—PLACEMENTS EFFECTED BY INDUSTRY AND BY SEX FOR DECEMBER 1961

(Source: National Employment Service, Unemployment Insurance Commission)

Industry Group	Male	Female	Total	Change from December 1960
Agriculture, Fishing, Trapping	**758**	**141**	**899**	**+ 265**
Forestry	**1,618**	**31**	**1,649**	**+ 368**
Mining, Quarrying and Oil Wells	**589**	**51**	**640**	**+ 112**
Metal Mining	248	9	257	+ 65
Fuels	190	26	216	+ 36
Non-Metal Mining	64	2	66	+ 40
Quarrying, Clay and Sand Pits	15	.....	15	+ 3
Prospecting	72	14	86	− 32
Manufacturing	**8,033**	**4,278**	**12,311**	**+ 2,797**
Foods and Beverages	766	547	1,313	+ 214
Tobacco and Tobacco Products	145	93	238	+ 154
Rubber Products	52	71	123	+ 68
Leather Products	143	199	342	− 14
Textile Products (except clothing)	248	216	464	+ 109
Clothing (textile and fur)	281	1,246	1,527	+ 178
Wood Products	1,252	161	1,413	+ 166
Paper Products	794	199	993	− 1
Printing, Publishing and Allied Industries	244	309	553	+ 147
Iron and Steel Products	1,291	207	1,498	+ 319
Transportation Equipment	1,408	155	1,563	+ 599
Non-Ferrous Metal Products	254	104	358	− 16
Electrical Apparatus and Supplies	406	282	688	+ 390
Non-Metallic Mineral Products	209	77	286	+ 119
Products of Petroleum and Coal	20	17	37	+ 4
Chemical Products	283	127	410	+ 200
Miscellaneous Manufacturing Industries	237	268	505	+ 161
Construction	**7,731**	**115**	**7,846**	**+ 1,079**
General Contractors	5,280	77	5,357	+ 654
Special Trade Contractors	2,451	38	2,489	+ 425
Transportation, Storage and Communication	**5,431**	**236**	**5,667**	**+ 770**
Transportation	5,214	114	5,328	+ 761
Storage	184	28	212	+ 7
Communication	33	94	127	+ 2
Public Utility Operation	**299**	**35**	**334**	**+ 82**
Trade	**5,907**	**5,993**	**11,900**	**+ 3,201**
Wholesale	2,130	739	2,869	+ 617
Retail	3,777	5,254	9,031	+ 2,584
Finance, Insurance and Real Estate	**350**	**507**	**857**	**+ 123**
Service	**30,503**	**23,897**	**54,400**	**+ 2,168**
Community or Public Service	648	1,033	1,681	− 97
Government Service	26,103	14,363	40,466	+ 1,460
Recreation Service	192	96	288	+ 89
Business Service	845	534	1,379	+ 264
Personal Service	2,715	7,871	10,586	+ 452
GRAND TOTAL	**61,219**	**35,284**	**96,503**	**+10,965**

TABLE D-4—REGISTRATIONS FOR EMPLOYMENT BY OCCUPATION AND BY SEX AS AT DECEMBER 29, 1961[1]

(Source: National Employment Service, Unemployment Insurance Commission)

Occupational Group	Registrations for Employment		
	Male	Female	Total
Professional and Managerial Workers	7,966	1,777	9,743
Clerical Workers	17,459	41,795	59,254
Sales Workers	7,877	12,019	19,896
Personal and Domestic Service Workers	38,893	26,866	65,759
Seamen	4,506	74	4,580
Agriculture, Fishing, Forestry (Ex. log.)	7,158	865	8,023
Skilled and Semi-Skilled Workers	220,556	24,052	244,608
Food and kindred products (incl. tobacco)	2,055	658	2,713
Textiles, clothing, etc.	3,712	16,015	19,727
Lumber and lumber products	25,112	138	25,250
Pulp, paper (incl. printing)	1,247	488	1,735
Leather and leather products	1,305	1,148	2,453
Stone, clay and glass products	869	46	915
Metalworking	18,995	879	19,874
Electrical	3,177	916	4,093
Transportation equipment	584	32	616
Mining	2,393	.....	2,393
Construction	68,305	10	68,315
Transportation (except seamen)	41,782	111	41,893
Communications and public utility	1,284	2	1,286
Trade and service	6,712	2,195	8,907
Other skilled and semi-skilled	30,448	1,064	31,512
Foremen	5,326	341	5,667
Apprentices	7,250	9	7,259
Unskilled Workers	174,055	29,118	203,173
Food and tobacco	7,632	10,370	18,902
Lumber and lumber products	19,394	449	19,843
Metalworking	8,502	572	9,074
Construction	92,353	1	92,354
Other unskilled workers	46,174	17,726	63,900
GRAND TOTAL	**478,470**	**136,566**	**615,036**

[1] Preliminary—subject to revision.

TABLE D-5—REGISTRATIONS AT DECEMBER 29, 1961

(Source: National Employment Service, Unemployment Insurance Commission)

Office	(1) Dec. 29, 1961	Previous Year Dec. 29, 1960
Newfoundland	**21,268**	**24,869**
Corner Brook	4,316	5,275
Grand Falls	2,025	2,238
St. John's	14,927	17,356
Prince Edward Island	**4,447**	**4,841**
Charlottetown	2,645	3,068
Summerside	1,802	1,773
Nova Scotia	**27,119**	**30,316**
Amherst	1,190	1,413
Bridgewater	1,658	2,208
Halifax	4,966	5,438
Inverness	981	1,047
Kentville	2,241	3,231
Liverpool	629	772
New Glasgow	3,608	4,317
Springhill	1,020	1,161
Sydney	5,067	5,798
Sydney Mines*	1,433	.....
Truro	1,959	2,191
Yarmouth	2,367	2,707
New Brunswick	**27,334**	**32,153**
Bathurst	4,930	5,356
Campbellton	1,804	2,587
Edmundston	2,125	2,478
Fredericton	1,625	2,166
Minto	420	659
Moncton	7,286	8,423
Newcastle	2,477	2,687
Saint John	3,261	3,685
St. Stephen	1,421	1,760
Sussex	627	787
Woodstock	1,358	1,565
Quebec	**187,701**	**227,357**
Alma	2,487	2,358
Asbestos	666	965
Baie Comeau	1,096	764
Beauharnois	1,464	1,851
Buckingham	1,160	1,382
Causapscal	1,810	2,241
Chandler	2,136	2,163
Chicoutimi	2,445	2,397
Cowansville	403	604
Dolbeau	1,274	1,324
Drummondville	2,487	2,918
Farnham	744	891
Forestville	927	784
Gaspé	1,694	1,690
Granby	3,033	3,496
Hull	3,997	4,569
Joliette	4,543	5,298
Jonquière	2,799	2,935
Lachute	935	1,112
La Malbaie	2,148	2,115
La Tuque	1,131	1,067
Lévis	4,072	5,439
Louiseville	1,225	1,404
Magog	722	888
Maniwaki	772	1,084
Matane	2,644	2,512
Mégantic	1,098	1,457
Mont-Laurier	991	1,143
Montmagny	2,030	2,193
Montréal	61,778	82,958
New Richmond	1,880	2,054
Port Alfred	1,388	1,307
Québec	13,201	15,024
Rimouski	4,531	4,384
Rivière du Loup	4,750	4,680
Roberval	1,491	1,340
Rouyn	2,375	2,904
Ste. Agathe des Monts	906	1,251
Ste. Anne de Bellevue	1,065	1,476
Ste. Thérèse	2,365	3,146
St. Hyacinthe	2,453	3,550
St. Jean	2,226	2,774
St. Jérôme	2,485	2,929
Sept-Iles	2,422	2,618
Shawinigan	4,847	5,137
Quebec—Conc'd.		
Sherbrooke	5,365	6,736
Sorel	2,794	3,296
Thetford Mines	1,913	2,596
Trois-Rivières	5,464	6,580
Val d'Or	1,530	2,267
Valleyfield	2,617	3,113
Victoriaville	2,304	3,426
Ville St. Georges	2,618	2,767
Ontario	**188,875**	**238,878**
Arnprior	461	456
Barrie	1,408	1,705
Belleville	2,068	2,391
Bracebridge	1,431	1,736
Brampton	1,380	1,741
Brantford	3,213	3,914
Brockville	706	960
Carleton Place	333	447
Chatham	2,541	2,649
Cobourg	1,117	1,238
Collingwood	1,063	1,389
Cornwall	3,659	4,334
Elliot Lake	688	423
Fort Erie	750	977
Fort Frances	785	760
Fort William	2,922	3,407
Galt	1,594	2,432
Gananoque	460	500
Goderich	777	862
Guelph	2,110	3,021
Hamilton	13,819	19,691
Hawkesbury	947	1,305
Kapuskasing	892	869
Kenora	1,126	1,015
Kingston	2,485	2,403
Kirkland Lake	1,502	1,727
Kitchener	3,375	5,959
Leamington	910	1,772
Lindsay	784	856
Listowel	515	679
London	4,288	6,886
Long Branch	3,656	6,115
Midland	1,477	1,546
Napanee	857	857
Newmarket	1,369	1,785
Niagara Falls	3,030	3,573
North Bay	1,815	2,444
Oakville	876	1,255
Orillia	1,108	1,724
Oshawa	4,611	5,037
Ottawa	6,794	7,281
Owen Sound	1,919	2,355
Parry Sound	757	674
Pembroke	1,992	2,142
Perth	668	786
Peterborough	3,537	4,311
Picton	572	706
Port Arthur	4,757	4,710
Port Colborne	1,132	1,385
Prescott	978	1,234
Renfrew	598	815
St. Catharines	4,903	5,913
St. Thomas	1,259	1,591
Sarnia	2,960	3,629
Sault Ste. Marie	3,137	4,129
Simcoe	1,432	1,534
Sioux Lookout	255	217
Smiths Falls	552	673
Stratford	896	1,201
Sturgeon Falls	1,086	1,137
Sudbury	3,826	4,733
Tillsonburg	419	500
Timmins	2,286	2,462
Toronto	43,579	57,497
Trenton	838	1,113
Walkerton	1,101	1,364
Wallaceburg	919	1,008
Welland	2,630	2,930
Weston	3,725	4,763
Windsor	9,512	11,428
Woodstock	998	1,817

TABLE D-5—REGISTRATIONS AT DECEMBER 29, 1961

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Office	(1) Dec. 29, 1961	Previous Year Dec. 29, 1960
Manitoba	**30,269**	**29,913**
Brandon	2,826	2,984
Dauphin	1,987	2,018
Flin Flon	248	243
Portage la Prairie	1,530	1,546
The Pas	423	454
Winnipeg	23,255	22,668
Saskatchewan	**22,949**	**23,998**
Estevan	537	685
Lloydminster	606	635
Moose Jaw	1,813	1,839
North Battleford	1,406	1,499
Prince Albert	2,750	2,815
Regina	5,613	5,862
Saskatoon	5,120	5,484
Swift Current	1,273	1,215
Weyburn	630	690
Yorkton	3,201	3,274
Alberta	**33,790**	**36,918**
Blairmore	547	463
Calgary	10,005	11,427
Drumheller	584	442
Edmonton	14,739	16,599
Edson	480	597
Grande Prairie	881	1,132
Lethbridge	3,323	3,115
Medicine Hat	1,628	1,497
Red Deer	1,603	1,646
British Columbia	**71,284**	**85,439**
Chilliwack	2,670	2,627
Courtenay	1,731	1,857
Cranbrook	1,026	1,549
Dawson Creek	998	1,175
Duncan	1,264	1,518
Kamloops	1,636	1,630
Kelowna	1,911	2,045
Kitimat	213	245
Mission City	1,683	1,797
Nanaimo	1,385	1,999
Nelson	1,279	1,456
New Westminster	10,652	11,861
Penticton	1,907	2,114
Port Alberni	770	1,170
Prince George	1,716	2,545
Prince Rupert	1,688	2,681
Princeton	716	663
Quesnel	970	1,307
Trail	1,112	1,183
Vancouver	28,976	35,362
Vernon	2,453	2,696
Victoria	3,956	5,328
Whitehorse	572	631
Canada	**615,036**	**734,682**
Males	478,470	570,789
Females	136,566	163,893

(1) Preliminary subject to revision.

* Prior to March 1961, the office at Sydney Mines, N.S. operated as a branch of the Sydney, N.S. local office.

E—Unemployment Insurance

TABLE E-1—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

End of:	Total	Employed	Claimants
1961—October	4,006,000	3,737,300	268,700
September	3,966,000	3,736,800	229,200
August	3,987,000	3,757,700	229,300
July	3,971,000	3,715,700	255,300
June	3,943,000	3,676,100	266,900
May	3,891,000	3,550,000	341,000
April	4,126,000	3,412,900	713,100
March	4,210,000	3,372,000	838,000
February	4,247,000	3,374,200	872,800
January	4,240,000	3,393,100	846,900
1960—December	4,251,000	3,496,900	754,100
November	4,110,000	3,624,800	485,200
October	4,002,000	3,671,800	330,200

TABLE E-2—CLAIMANTS CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL, NOVEMBER 30, 1961

SOURCE: Report on Operation of Unemployment Insurance Act, D.B.S.

Province and Sex	Total claimants	Number of weeks on claim							Percentage Postal	November 30, 1960 Total claimants
		2 or Less	3–4	5–8	9–12	13–16	17–20	Over 20		
Canada	385,964	180,727	49,564	56,335	31,361	18,402	12,317	37,258	31.5	485,177
Male	286,374	146,424	38,702	40,395	20,244	11,207	7,196	22,206	33.5	364,136
Female	99,590	34,303	10,862	15,940	11,117	7,195	5,121	15,052	25.9	121,041
Newfoundland	13,810	9,007	1,245	1,328	564	354	250	1,062	75.1	16,401
Male	12,647	8,691	1,141	1,120	432	261	167	835	77.1	14,928
Female	1,163	316	104	208	132	93	83	227	52.9	1,473
Prince Edward Island	1,850	1,178	190	170	100	53	34	125	68.1	2,576
Male	1,357	927	146	115	61	27	16	65	71.3	1,999
Female	493	251	44	55	39	26	18	60	59.0	577
Nova Scotia	18,546	8,100	2,310	2,367	1,782	1,002	595	2,390	40.6	22,561
Male	15,203	7,077	1,949	1,824	1,364	739	418	1,832	41.2	19,190
Female	3,343	1,023	361	543	418	263	177	558	37.5	3,371
New Brunswick	14,962	6,803	1,963	2,373	1,196	621	442	1,564	58.9	18,745
Male	11,436	5,625	1,625	1,736	781	393	258	1,018	60.2	14,954
Female	3,526	1,178	338	637	415	228	184	546	54.9	3,791
Quebec	107,561	49,873	13,076	15,352	8,943	5,340	3,639	11,338	31.2	140,109
Male	77,910	39,254	9,967	11,157	5,934	3,207	1,998	6,393	33.0	101,468
Female	29,651	10,619	3,109	4,195	3,009	2,133	1,641	4,945	26.6	38,641
Ontario	121,689	55,117	15,311	18,227	10,149	6,221	4,128	12,536	21.9	155,506
Male	86,773	43,242	11,492	12,401	6,295	3,726	2,440	7,177	22.2	110,964
Female	34,916	11,875	3,819	5,826	3,854	2,495	1,688	5,359	21.3	44,542
Manitoba	18,497	8,405	2,766	2,745	1,534	866	650	1,531	28.3	22,218
Male	13,989	6,727	2,186	1,985	1,046	585	441	1,019	32.0	17,240
Female	4,508	1,678	580	760	488	281	209	512	16.9	4,978
Saskatchewan	13,790	6,369	2,116	2,133	1,150	643	419	960	49.4	13,834
Male	10,759	5,533	1,737	1,586	750	373	249	531	53.5	10,847
Female	3,031	836	379	547	400	270	170	429	35.1	2,987
Alberta	22,738	10,863	3,434	3,562	1,712	1,048	590	1,529	32.4	27,471
Male	16,968	9,173	2,653	2,482	935	555	289	881	35.1	21,271
Female	5,770	1,690	781	1,080	777	493	301	648	24.5	6,200
British Columbia	52,521	25,012	7,153	8,078	4,231	2,254	1,570	4,223	26.7	65,756
Male	39,332	20,175	5,806	5,989	2,646	1,341	920	2,455	27.8	51,275
Female	13,189	4,837	1,347	2,089	1,585	913	650	1,768	23.5	14,481

TABLE E-3—INITIAL AND RENEWAL CLAIMS FOR BENEFIT BY PROVINCE, NOVEMBER, 1961

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Claims filed at Local Offices			Disposal of Claims and Claims Pending at End of Month			
	Total*	Initial	Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending
Newfoundland	9,762	8,380	1,382	6,603	5,322	1,281	4,141
Prince Edward Island	1,465	1,205	260	781	634	147	797
Nova Scotia	10,994	7,476	3,518	8,577	6,941	1,636	4,125
New Brunswick	9,406	7,136	2,270	7,827	5,831	1,996	3,599
Quebec	67,955	47,047	20,908	57,131	42,999	14,132	25,934
Ontario	78,401	52,819	25,582	68,822	52,021	16,801	25,582
Manitoba	14,397	10,270	4,127	11,843	9,470	2,373	4,279
Saskatchewan	9,704	7,188	2,516	7,935	5,945	1,990	3,151
Alberta	15,687	10,710	4,977	13,732	10,569	3,163	4,829
British Columbia	35,650	26,169	9,481	29,995	19,762	10,233	11,773
Total, Canada, November 1961	252,551	178,400	74,151	212,546	159,494	53,052	87,889
Total, Canada, October 1961	158,060	96,870	61,190	146,330	102,637	43,693	47,884
Total, Canada, November 1960	304,416	207,409	97,007	250,461	197,524	52,937	104,955

*In addition, revised claims received numbered 41,020.

†In addition 41,988 revised claims were disposed of. Of these, 5,272 were special requests not granted and 2,129 were appeals by claimants. There were 9,763 revised claims pending at the end of the month.

TABLE E-4—BENEFICIARIES AND BENEFIT PAYMENTS BY PROVINCE, NOVEMBER 1961

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Estimated Average Number of Beneficiaries Per Week (in thousands)	Weeks Paid*	Amount of Benefit Paid $
Newfoundland	4.2	17,435	385,140
Prince Edward Island	0.6	2,639	53,833
Nova Scotia	9.7	40,534	911,350
New Brunswick	7.8	32,962	698,283
Quebec	60.1	252,564	5,864,116
Ontario	71.3	299,659	7,331,052
Manitoba	10.4	43,733	1,029,893
Saskatchewan	6.7	27,940	641,919
Alberta	11.8	49,636	1,181,896
British Columbia	27.2	114,128	2,840,831
Total, Canada, November 1961	209.8	881,230	20,938,313
Total, Canada, October 1961	173.3	727,724	17,115,047
Total, Canada, November 1960	272.9	1,146,188	26,583,608

* "Weeks paid" represent the total of complete and partial weeks of benefit paid during the month.

- Technical Note to "E" Tables

Under the Unemployment Insurance Act contact between the claimant and the Unemployment Insurance Commission is made through a network of local offices. The statistics in Tables E-1 to E-4 relate mainly to local office claim operations.

Upon separation from employment, a person wishing to file a claim for benefit applies to the nearest local office of the Commission in person or by mail. An application for employment is taken by the Employment Branch of the local office and, if a suitable vacancy exists, a referral is made. If suitable employment is not available, a claim for benefit is taken by the Insurance Branch.

If the person applying for benefit has had no previous entitlement established, an initial claim will be taken and entitlement computed, otherwise a renewal claim will be filed. Initial and renewal claims thus constitute an advance notice by a claimant that he wishes to draw benefit. In some cases where employment is found immediately, however, the claimant may not return to prove unemployment.

The total of initial and renewal claims (Table E-3) thus approximates the number of new separations from insured employment during a month. To the extent that an initial claim is taken from a person who has exhausted his benefit and seeks re-establishment of further credits, the total would, however, constitute an overstatement of the volume of new separations.

Claims in the category "entitled to benefit" include initial claims established on which no disqualification was imposed, and renewal claims allowed, no disqualification. Claims "not entitled to benefit" consist of failures on initial claims due to insufficient contributions, and, in addition, disqualifications imposed on either initial or renewal claims. Claims not completely processed at the end of a month are shown as pending.

Claimants are required to report weekly, except postal claimants, who may report every two weeks. Data on claimants currently reporting to local offices are obtained from a count of individual unemployment registers in the current file at the month-end (Table E-2). Once a claim is taken, the document on which the record of current activity is maintained is placed in the current file and becomes dormant only after the scheduled reporting pattern has been broken twice in succession. The count of weeks of proved insured unemployment is begun again simultaneously with a new renewal claim and with initial claims, except those representing re-computation of additional credits. In these latter cases, the count is cumulated from the claim taken at the time the employment terminated.

Information on payments (Table E-4) is provided by Treasury offices of the Unemployment Insurance Commission and relates to payments made during a month. In some cases, however, the compensated unemployment would have occurred in a prior month. Data cover partial as well as complete weeks of unemployment.

Estimates of the insured population (Table E-1) are based on a count of persons either working in insured employment or on claim at June 1 each year. Monthly estimates are based on the June count of persons employed projected, by industry, using employment indexes from *Employment and Payrolls* (Employment Section, Labour Division, D.B.S.). To these employment data are added the number of claimants reported at month end, as described above.

TABLE F-1—TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949–100)

Calculated by the Dominion Bureau of Statistics

—	Total	Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1957—Year	122.6	118.6	127.3	108.2	133.2	139.9	134.2	109.1
1958—Year	125.7	122.9	129.3	109.5	136.6	146.6	142.0	110.1
1959—Year	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
1960—Year	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1960—December	129.3	124.2	133.3	112.4	141.8	154.9	146.6	115.8
1961—February	128.9	124.0	133.1	111.5	141.1	154.6	146.7	115.7
March	129.1	124.0	133.2	111.8	141.0	154.4	146.6	115.7
April	129.1	123.9	133.2	111.9	141.0	155.3	145.5	115.8
May	129.0	123.2	132.9	112.4	141.8	155.3	146.0	115.8
June	129.0	123.5	132.9	112.5	141.2	155.0	145.8	115.8
July	129.0	124.9	132.9	112.2	138.7	155.1	145.0	115.8
August	129.1	125.3	132.9	112.1	139.0	154.6	145.4	116.1
September	129.1	123.2	133.5	113.1	140.0	155.0	146.7	117.3
October	129.2	123.3	133.6	113.6	140.0	155.3	146.2	117.3
November	129.7	123.6	133.7	114.0	141.5	156.7	146.3	117.3
December	129.8	124.5	133.8	113.7	141.1	156.8	146.3	117.3
1962—January	129.7	124.8	134.0	111.6	140.6	156.8	146.6	117.3

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF DECEMBER 1961

(1949 = 100)

	Total			Food	Shelter	Clothing	Household Operation	Other Commodities and Services
	Dec. 1960	Nov. 1961	Dec. 1961					
[1]St. John's, Nfld.	116.3	116.4	116.5	110.4	115.2	110.7	111.9	132.8
Halifax	128.4	129.7	129.5	120.7	137.9	123.3	130.8	140.9
Saint John	130.3	130.8	130.7	124.3	141.5	121.0	124.8	144.4
Montreal	129.7	130.8	130.9	131.7	146.8	107.7	120.4	140.4
Ottawa	130.1	131.8	131.6	124.8	149.7	118.7	123.2	142.8
Toronto	131.8	131.9	131.9	123.5	152.1	117.2	126.2	141.2
Winnipeg	127.8	128.9	128.9	126.9	136.8	119.0	120.3	138.2
Saskatoon—Regina	125.4	126.4	126.1	123.0	124.3	123.9	126.6	131.5
Edmonton—Calgary	125.3	125.7	125.8	120.4	125.7	121.7	127.8	134.1
Vancouver	130.7	130.1	130.1	125.1	136.9	116.5	135.4	137.5

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

[1] St. John's index on the base June 1951 = 100.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the Unemployment Insurance Commission. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine man-days. The number of workers involved includes all workers reported on strike or locked out, whether or not they all belonged to the unions directly involved in the disputes leading to work stoppages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 114, January issue.

TABLE G-1—STRIKES AND LOCKOUTS, 1956-1961

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Year			
		Strikes and Lockouts	Workers Involved	Duration in Man-Days	
				Man-Days	Per Cent of Estimated Working Time
1956	221	229	88,680	1,246,000	0.11
1957	242	249	91,409	1,634,880	0.14
1958	253	262	112,397	2,872,340	0.24
1959	203	218	100,127	2,286,900	0.19
1960	268	274	49,408	738,700	0.06
1960: December	12	29	1,895	30,190	0.03
*1961: January	6	21	2,346	28,140	0.03
February	8	18	1,601	20,320	0.02
March	21	34	4,426	41,160	0.04
April	18	30	6,265	59,240	0.06
May	33	50	12,001	107,480	0.10
June	21	38	12,323	128,020	0.12
July	28	41	8,826	94,560	0.09
August	32	47	8,067	64,570	0.06
September	31	53	10,664	105,500	0.09
October	30	58	41,043	428,650	0.39
November	22	48	11,032	123,940	0.11
December	12	42	22,053	139,390	0.13

*Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, DECEMBER 1961, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man-Days
Logging	—	—	—
Fishing	—	—	—
Mining	3	620	9,950
Manufacturing	22	18,842	88,550
Construction	9	978	8,800
Transportation, etc.	2	995	16,580
Public utilities	—	—	—
Trade	4	106	2,190
Service	2	512	13,320
All industries	42	22,053	139,390

TABLE G-3—STRIKES AND LOCKOUTS, DECEMBER 1961, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man-Days
Newfoundland	1	40	120
Prince Edward Island	—	—	—
Nova Scotia	1	80	80
New Brunswick	2	156	3,430
Quebec	7	1,670	18,160
Ontario	21	18,833	97,030
Manitoba	1	40	800
Saskatchewan	—	—	—
Alberta	—	—	—
British Columbia	8	350	5,040
Federal	1	884	14,730
All jurisdictions	42	22,053	139,390

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, DECEMBER 1961

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			December	Accumulated		
MINING						
Metal Mining						
Opemiska Copper Mines Chapais, Que.	Mining Employees' Federation (CNTU)	450 (122)	9,000	22,500	Oct. 20	Job classification, sickness and accident insurance, seniority, union security~
MANUFACTURING						
Textile Products						
Hamilton Cotton and Trent Cotton, Dundas, Hamilton and Trenton, Ont.	Textile Workers' Union Locs. 723, 974 and 979 (AFL-CIO/CLC)	777	6,990	10,100	Nov. 27 Dec. 14	Wages~Wage increase, improved fringe benefits.
Wood Products						
Canadian Office and School Furniture, Preston, Ont.	Carpenters Loc. 3189 (AFL-CIO/CLC)	122	2,480	9,970	Sep. 8	Union security~
Dominion Ayers, Ayersville, Que.	Carpenters Loc. 3263 (AFL-CIO/CLC)	133 (26)	130	6,810	Sep. 22 Dec. 4	Wages~Settlement not reported.
Transportation Equipment						
Fruehauf Trailer, Dixie, Ont.	Auto Workers Loc. 252 (AFL-CIO/CLC)	161	160	6,520	Oct. 5, Dec. 4	Wages, hours, overtime~ Settlement not reported.
General Motors of Canada, Oshawa, other points, Ont.	Auto Workers Loc. 222 (AFL-CIO/CLC)	16,000 (2,340)	56,000	56,000	Dec. 8 Dec. 14	Wages, fringe benefits~ Minimum wage increase of 16¢ an hr. over 3-yr. agreement fringe benefits.
Non-Ferrous Metals						
R. D. Werner, Oshawa, Ont.	Steelworkers Loc. 2784 (AFL-CIO/CLC)	179	1,790	1,790	Dec. 15	Wages~
Electrical Apparatus and Supplies						
Canadian Westinghouse, Toronto, Ont.	U.E. Loc. 512 (Ind.)	139	2,820	3,110	Nov. 29	Wages, seniority, holidays ~
Non-Metallic Mineral Products						
Canada Cement, Montreal, Que.	Cement Workers Loc. 215 (AFL-CIO/CLC)	400	5,200	9,600	Nov. 16 Dec. 20	Wages, fringe benefits~5¢ an hr. increase retroactive to Aug. 1, 1961, 5¢ an hr. July 1, 1962; improved fringe benefits.
Canada Cement, Point Anne, Ont.	Cement Workers Loc. 219 (AFL-CIO/CLC)	150	1,950	3,600	Nov. 16 Dec. 20	Wages, fringe benefits~5¢ an hr. increase retroactive to Aug. 1, 1961, 5¢ an hr. July 1, 1962; improved fringe benefits.
Canada Cement, Port Colborne, Ont.	Cement Workers Loc. 305 (AFL-CIO/CLC)	109	1,410	2,610	Nov. 16 Dec. 20	Wages, fringe benefits~5¢ an hr. increase retroactive to Aug. 1, 1961, 5¢ an hr. July 1, 1962; improved fringe benefits.
Canada Cement, Woodstock, Ont.	Cement Workers Loc. 368 (AFL-CIO/CLC)	123	1,600	2,950	Nov. 16 Dec. 20	Wages, fringe benefits~5¢ an hr. increase retroactive to Aug. 1, 1961, 5¢ an hr. July 1, 1962; improved fringe benefits.
CONSTRUCTION						
Bedford District Contractors Association, Granby and district, Que.	Building Workers' Federation (CNTU)	505	1,520	2,030	Nov. 30 Dec. 6	Wages, hours, union security~Wage increase, reduction in hours May 1, 1962 with same take-home pay.
Ontario lathing contractors, Toronto, Ont.	Lathers Loc. 97 (AFL-CIO/CLC)	100	2,000	3,800	Nov. 7	Alleged failure to honour agreement~
Saint John Builders' Exchange, Saint John, N.B.	Carpenters Loc. 1386 (AFL-CIO/CLC)	154	3,380	3,750	Nov. 27	Wages, working conditions, paid statutory holidays, union security~

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, DECEMBER 1961

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			December	Accumulated		
TRANSPORTATION ETC.						
Transportation						
Four automobile hauling firms, Oakville, Oshawa, Windsor, other points, Ont.	Teamsters Loc. 880 (Ind.)	111	1,850	2,220	Nov. 26	Wages, control of welfare fund~
Five automobile hauling firms, Various centres, Que. and Ont.	Teamsters Loc. 880 (Ind.)	884	14,730	17,680	Nov. 26	Wages, control of welfare fund~
SERVICE						
Personal Service						
Royal York Hotel, Toronto, Ont.	Hotel Employees Loc. 299 (AFL-CIO/CLC)	500	13,000	147,010	Apr. 24	Wages~

Figures in parentheses indicate the number of workers indirectly affected.

Explanatory Note to "Classification of Labour Market Areas"

The system of classifying the labour market situation in individual areas is an analytical device whose purpose is to give a clear and brief picture of local market conditions based on an appraisal of the situation in each area. In considering each category, it is necessary to keep in mind the marked seasonal fluctuations in labour requirements in Canada. Labour surpluses are consistently highest in each year from December to March and lowest from July to October.

The criteria on which this classification system is based are as follows:—

Group 1: Labour Surplus. Areas in which current or immediately prospective labour supply exceeds demand in almost all of the major occupations. This situation usually exists when the ratio of applications for employment on file with NES to paid workers, including those looking for jobs, is more than 5.9 or 6.9 per per cent, depending on the size and character of the area.

Group 2: Labour Surplus. Areas in which current or immediately prospective labour supply exceeds demand in about half of the major occupations. The situation usually exists when the ratio of applications for employment on file with NES to paid workers, including those looking for jobs, is more than 5.9 or 6.9 per cent, but less than 10.0, 12.0 or 14.0 per cent, depending on the size and character of the area.

Group 3: Balanced Labour Supply. Areas in which current or immediately prospective labour demand and supply are approximately in balance for most of the major occupations. The situation usually exists when the ratio of applications for employment on file with NES to paid workers, including those looking for jobs, is more than 1.9 or 2.4 per cent, but less than 6.0 or 7.0 per cent, depending on the size and character of the area.

Group 4: Labour Shortage. Areas in which current or immediately prospective labour demand exceeds supply in most of the major occupations. This situation usually exists when the ratio of applications for employment on file with NES to paid workers, including those looking for jobs, is less than 2.0 or 2.5 per cent, depending on the size and character of the area.

The classification of areas does not depend solely on the ratio of job applications to paid workers. All areas, and particularly those in which the ratio is close to the limits of the above-mentioned ranges, are examined closely in the light of other kinds of information to see whether they should or should not be reclassified. Information on labour market conditions at local areas is obtained mainly from monthly reports submitted by each of the local offices of the National Employment Service. This information is supplemented by reports from field representatives of the Department of Labour who regularly interview businessmen about employment prospects in their companies, statistical reports from the Dominion Bureau of Statistics and relevant reports from other federal government departments, from provincial and municipal governments and from non-governmental sources.

The term "labour market" as used in this section refers to a geographical area in which there is a concentration of industry to which most of the workers living in the area commute daily. The term is not meant to imply that labour is a commodity and subject to the same kind of demand and supply factors operative in other markets.

To facilitate analysis, all labour market areas considered in this review have been grouped into four different categories (metropolitan, major industrial, major agricultural, and minor) on the basis of the size of the labour force in each and the proportion of the labour force engaged in agriculture. This grouping is not meant to indicate the importance of an area to the national economy. The key to this grouping is shown in the classification of labour market areas on page 144.

The geographical boundaries of the labour market areas dealt with in this section do not coincide with those of the municipalities for which they are named. In general the boundaries of these areas coincide with the district serviced by the respective local office or offices of the National Employment Service. In a number of cases, local office areas have been amalgamated and the names used include several other local office areas, as follows: Farnham-Granby includes Cowansville; Montreal includes Ste. Anne de Bellevue; Lac St. Jean includes Chicoutimi, Dolbeau, Jonquière, Port Alfred, Roberval and Alma; Gaspe includes Causapscal, Chandler, Matane and New Richmond; Quebec North Shore includes La Malbaie, Forestville, Sept Iles and Baie Comeau; Sherbrooke includes Magog; Trois Rivières includes Louiseville; Toronto includes Long Branch, Oakville, Weston and Newmarket; Sudbury includes Elliot Lake; Niagara Peninsula includes Welland, Niagara Falls, St. Catharines, Fort Erie and Port Colborne; Vancouver-New Westminster includes Mission City; Central Vancouver Island includes Courtenay, Duncan, Nanaimo and Port Alberni; and Okanagan Valley includes Kelowna, Penticton and Vernon.

The 110 labour market areas covered in this analysis include 90 to 95 per cent of all paid workers in Canada.

Explanatory Notes to "Latest Labour Statistics"

(a) These figures are the result of a monthly survey conducted by the Dominion Bureau of Statistics for the purpose of providing estimates of the employment characteristics of the civilian non-institutional population of working age. (About 30,000 households chosen by area sampling methods in approximately 110 different areas in Canada are visited each month). The civilian labour force is that portion of the civilian non-institutional population 14 years of age and over that had jobs or that did not have jobs and was seeking work during the survey week.

(b) Total applications on file at NES offices exclude registrations from persons known to have a job while applying for another one. Means are also taken to exclude, as far as possible, persons who have secured work on their own since registration. Nevertheless, the figures inevitably include a number of persons who have found employment or who have left the labour force by the time the count is made. On the other hand, not all the persons who are looking for work register at employment offices.

WAGE SETTLEMENTS DURING THE SECOND HALF OF 1961

Collective agreements covering 500 or more employees concluded between July 1 and December 31, 1961, excluding agreements in the construction industry and agreements with wage terms in piece rates only.

Total Wage Increase in Cents per Hour*	Term of Agreement in Months									
	Under 15		15–20		21–26		27–32		33 and over	
	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.
0	3	7,200	.....	.....	1	550	.....	.....	1	1,200
0.1— 4.9	14	36,580	.....	.....	2	1,480	1	500	.....	.....
5.0— 9.9	23	38,450	.....	.....	17	24,580	2	1,350	1	6,000
10.0—14.9	1	530	.....	.....	11	19,280	3	4,910	1	1,000
15.0—19.9	.....	.....	.....	.....	2	6,830	.....	.....	5	20,000
20.0—24.9	.....	.....	.....	.....	2	2,200	.....	.....	6	8,920
25.0—29.9	.....	.....	.....	.....	2	1,800	.....	.....	.....	.....
30.0 and over	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	41	82,760	.....	.....	37	56,720	6	6,760	14	37,120

*Wage increases shown relate to base rates only. Data on employees covered are approximate and include all employees covered by the agreement.

WAGE SETTLEMENTS DURING 1961

Collective agreements covering 500 or more workers concluded between January 1 and December 31, 1961, excluding agreements in the construction industry and agreements with wage terms in piece rates only.

Total Wage Increase in Cents per Hour*	Term of Agreement in Months									
	Under 15		15–20		21–26		27–32		33 and over	
	Agts.	Empls.	Agst.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.
0	15	48,020	.....	.....	2	1,050	.....	.....	1	1,200
0.1— 4.9	23	50,150	.....	.....	4	4,080	1	500	.....	.....
5.0— 9.9	41	62,920	2	2,230	29	37,150	2	1,350	3	7,500
10.0—14.9	3	1,550	1	880	24	151,620	3	4,910	7	9,600
15.0—19.9	1	1,200	3	2,690	6	10,130	.....	.....	12	31,150
20.0—24.9	1	800	.....	.....	13	13,300	.....	.....	6	8,920
25.0—29.9	.....	.....	.....	.....	2	1,800	.....	.....	2	1,900
30.0 and over	1	2,000	.....	.....	2	2,600	.....	.....	4	3,780
Total	85	166,640	6	5,800	82	222,090	6	6,760	35	64,050

*Wage increases shown relate to base rates only. Data on employees covered are approximate: they include all other categories that may be covered by each settlement, in addition to those receiving base rates.